September 1. It also provides that there shall not be any shooting season longer than 4 months. It provides against killing insectivorous birds. It provides against the transportation of either migratory birds or mammals across the boundary line without the consent of both parties to the convention. It is an advance in the right direction and is unanimously approved by the committee, and I hope it will be ratified.

Mr. AUSTIN. Mr. President, at this hour on Saturday afternoon, with so many Senators absent, I should feel obliged to suggest the absence of a quorum if we were to proceed with the consideration of the convention.

Mr. PITTMAN. In that case, Mr. President, I withdraw the request for the consideration of the convention at this time.

RECESS

The Senate resumed legislative session.

Mr. ROBINSON. Mr. President, I wish to state that on Monday, if the Senator from North Carolina [Mr. REYNOLDS] will yield the floor for that purpose, when the opportunity arises I shall ask that the Senate proceed with the regular order of business.

Attention is also called to the fact that the Senate is to sit as a Court of Impeachment beginning at 12 o'clock noon on Monday.

I move that the Senate take a recess until Monday next immediately following the conclusion of the impeachment proceedings on that day.

The motion was agreed to; and (at 2 o'clock and 30 minutes p. m.) the Senate took a recess until Monday, April 6, 1936, immediately following the conclusion of the impeachment proceedings.

CONFIRMATION

Executive nomination confirmed by the Senate April 4 (legislative day of Feb. 24), 1936

POSTMASTER

LOUISIANA

Claude C. Badeaux, Garden City.

SENATE

MONDAY, APRIL 6, 1936

(Legislative day of Monday, Feb. 24, 1936)

IMPEACHMENT OF HALSTED L. RITTER

The Senate, sitting as a Court for the trial of articles of impeachment against Halsted L. Ritter, judge of the United States District Court for the Southern District of Florida, met at 12 o'clock meridian, having adjourned to that hour while sitting as a Court on Friday, April 3, 1936.

The managers on the part of the House, Hon. HATTON W. SUMNERS, of Texas; Hon. RANDOLPH PERKINS, of New Jersey, and Hon. SAM HOBBS, of Alabama, accompanied by the clerk of the Committee on the Judiciary of the House of Representatives, Elmore Whitehurst, and by Thomas M. Mulherin, special agent, Federal Bureau of Investigation, Department of Justice, appeared in the seats provided for them.

The respondent, Halsted L. Ritter, with his counsel, Frank P. Walsh, Esq., and Carl T. Hoffman, Esq., appeared in the seats assigned them.

The VICE PRESIDENT. The Sergeant at Arms will make proclamation.

The Sergeant at Arms made the usual proclamation.

The VICE PRESIDENT. The Chair will inquire if any Senators are present who have not as yet taken the oath as members of the Court? If so, the Chair will administer the oath.

Mr. GERRY rose, and the oath was administered to him by the Vice President.

Mr. ROBINSON. I suggest the absence of a quorum.

The VICE PRESIDENT. The clerk will call the roll.

The legislative clerk called the roll, and the following Senators answered to their names:

Adams	Copeland	La Follette	Radcliffe
Ashurst	Couzens	Lewis	Reynolds
Austin	Davis	Logan	Robinson
Bachman	Dieterich	Lonergan	Russell
Bailey	Donahey	Long	Schwellenbach
Barbour	Fletcher	McGill	Sheppard
Barkley	Frazier	McKellar	Shipstead
Benson	George	McNary	Smith
Black	Gerry	Maloney	Steiwer
Bone	Gibson	Metcalf	Thomas, Okla.
Brown	Glass	Minton	Thomas, Utah
Bulkley	Guffey	Moore	Townsend
Bulow	Hale	Murphy	Truman
Byrd	Harrison	Murray	Vandenberg
Byrnes	Hastings	Neely	Van Nuys
Capper	Hatch	Norris	Wagner
Caraway	Hayden	Nye	Walsh
Carey	Holt	O'Mahoney	Wheeler
Clark	Johnson	Overton	White
Connally	Keyes	Pittman	
Coolidge	King	Pope	

Mr. LEWIS. I announce that the Senator from Alabama [Mr. BANKHEAD], the Senator from Colorado [Mr. COSTIGAN], the Senator from California [Mr. MCADOO], and the Senator from Florida [Mr. TRAMMELL] are absent because of illness; that the Senator from New Mexico [Mr. CHAVEZ] is absent because of illness in his family; and that the Senator from Mississippi [Mr. BILBO], the Senator from Wisconsin [Mr. DUFFY], the Senator from Nevada [Mr. MCCARRAN], the Senator from Georgia [Mr. RUSSELL], the Senator from Nebraska [Mr. BURKE], and the Senator from Oklahoma [Mr. GORE] are necessarily detained from the Chamber. I ask that this announcement stand of record for the day.

Mr. AUSTIN. I announce that the Senator from Iowa [Mr. DICKINSON] is necessarily absent.

The VICE PRESIDENT. Eighty-two Senators have answered to their names. A quorum is present.

Mr. ASHURST. I ask unanimous consent that the Journal of the proceedings for the last session of the Senate, sitting as a Court of Impeachment, be considered as read and approved.

The VICE PRESIDENT. Without objection, it is so ordered.

Mr. LOGAN. I send to the desk an order and ask for its adoption.

The VICE PRESIDENT. The clerk will read the proposed order.

The legislative clerk read as follows:

Ordered, That the opening statement on the part of the managers shall be made by one person, to be immediately followed by one person who shall make the opening statement on behalf of the respondent.

The VICE PRESIDENT. Is there objection to the order? The Chair hears none, and the order is entered.

Mr. KING. Pursuant to the practice heretofore observed in impeachment cases, I send to the desk an order, and ask for its adoption.

The VICE PRESIDENT. The order will be stated.

The legislative clerk read as follows:

Ordered, That the witnesses shall stand while giving their testimony.

The VICE PRESIDENT. Is there objection to the adoption of the order? The Chair hears none, and the order is entered.

REPLICATION OF MANAGERS ON THE PART OF THE HOUSE

The VICE PRESIDENT. Do the managers on the part of the House desire to make an opening statement?

Mr. Manager SUMNERS. Mr. President, the managers on the part of the House desire to make an opening statement, but prior to that the managers desire to have filed—and I assume it should be read—a very brief replication, which is according to the practice in impeachment proceedings.

The VICE PRESIDENT. Does the manager want it read or printed in the RECORD and Journal?

Mr. Manager SUMNERS. It is not of concern. It may just as well be printed. It is a formal matter.

The VICE PRESIDENT. Without objection, the replication filed by the managers on the part of the House will

be considered as read and will be printed in the Journal and the RECORD.

The replication is as follows:

REPLICATION OF THE HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA TO THE ANSWER OF HALSTED L. RITTER, DISTRICT JUDGE OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF FLORIDA, TO THE ARTICLES OF IMPEACHMENT, AS AMENDED, EXHIBITED AGAINST HIM BY THE HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA

The House of Representatives of the United States of America, having considered the several answers of Halsted L. Ritter, district judge of the United States for the southern district of Florida, to the several articles of impeachment, as amended, against him by them exhibited in the name of themselves and of all the people of the United States, and reserving to themselves all advantages of exception to the insufficiency, irrelevancy, and impertinency of his answer to each and all of the several articles of impeachment, as amended, so exhibited against the said Halsted L. Ritter, judge as aforesaid, do say:

(1) That the said articles, as amended, do severally set forth impeachable offenses, misbehaviors, and misdemeanors as defined in the Constitution of the United States, and that the same are proper to be answered unto by the said Halsted L. Ritter, judge as aforesaid, and sufficient to be entertained and adjudicated by the Senate sitting as a Court of Impeachment.

(2) That the said House of Representatives of the United States of America do deny each and every averment in said several answers, or either of them, which denies or traverses the acts, intents, misbehaviors, or misdemeanors charged against the said Halsted L. Ritter in said articles of impeachment, as amended, or either of them, and for replication to said answers do say that Halsted L. Ritter, district judge of the United States for the southern district of Florida, is guilty of the impeachable offenses, misbehaviors, and misdemeanors charged in said articles, as amended, and that the House of Representatives are ready to prove the same.

HATTON W. SUMNERS,
On behalf of the Managers.

OPENING STATEMENT ON BEHALF OF THE MANAGERS ON THE PART OF THE HOUSE OF REPRESENTATIVES

Mr. Manager SUMNERS. Mr. President, Mr. Manager PERKINS will make a statement on behalf of the managers on the part of the House.

The VICE PRESIDENT. May the Chair suggest to the manager on the part of the House that he stand at the desk in front of the Vice President?

Mr. Manager PERKINS (speaking from the desk in front of the Vice President). Mr. President and Senators, the managers on the part of the House deem it practical to make a simple, plain opening statement of the facts expected to be proved on the part of the House in this impeachment proceeding against Judge Ritter.

There are seven articles of impeachment. The first is an article which charges that Judge Ritter received from his former partner in the law business the sum of $4,500 without any consideration, that that money was corrupt and dishonest money, and that therefore Judge Ritter should be impeached.

The facts are that late in the year 1929 Judge Ritter came to Florida, and in 3 short years was a judge on the Federal bench. About 6 months after he arrived in Florida he was admitted to the Florida bar and shortly thereafter went into partnership with a man named A. L. Rankin. That partnership continued about 2½ years and was dissolved upon the appointment of Judge Ritter to the bench. The partnership was a small law business, the income of the partners being divided equally, amounting to less than $5,000 a year to each partner.

When Judge Ritter went on the bench not one word was said to anyone about his having an agreement to have Mr. Rankin purchase from him his partnership assets. Nearly 2 years passed by. If there were any such agreement it was locked up in the secrecy of their hearts during all that time. No demand was ever made by Judge Ritter upon Mr. Rankin for a payment on account to him because of dissolution of the partnership. No letter was written by one to the other, and there was no agreement or promise in writing of any kind.

Nearly a year after Judge Ritter went on the bench a lawyer named Richardson, who had been trustee and was then trustee in bankruptcy of a beautiful hotel at Palm Beach, conceived the idea of continuing himself in office as trustee or as receiver. He took into the arrangement with him a lawyer named Metcalf. They started to prepare the information necessary to file a bill to foreclose the first mortgage on the hotel before the trusteeship had been terminated. During the trusteeship a third mortgage had been foreclosed, the property was purchased, and the deed delivered to a man named Moore, representing the holder of the third mortgage.

Mr. Richardson and Mr. Metcalf, finding the operation of the hotel was a very valuable thing, sought out the former partner of Judge Ritter, to wit, Mr. Rankin, and combined him with them with a view to perpetuating the hotel property in litigation. Mr. Richardson said in one of his communications that for 6 months he had been planning and scheming and devising a method by which the property could be taken away from those who had purchased it on the foreclosure on the third mortgage and thrown back into his possession either as receiver or trustee, or at least get it back into litigation.

Richardson, Metcalf, and Rankin represented no one connected with the hotel, but they sought clients. Through the strategic position Mr. Richardson had by reason of being trustee in bankruptcy, having all the documents and papers connected with the hotel, he finally located a number of persons who held first-mortgage bonds.

The first-mortgage bond issue was $2,500,000, distributed among 7,000 owners throughout the United States. During a number of months Richardson and Metcalf, with Rankin, were scouring the country to some extent to find persons who might lend their names to them to begin suit to foreclose the mortgage. Under the terms of the trust deed the mortgage could be foreclosed only by either the trustee or bondholders holding bonds to the extent of $50,000.

Up to the time of 2 weeks before the filing of the bill—in fact, 1 week before the filing of the bill—all the bondholders these men had been able to get together held bonds amounting to only $4,500. Mr. Richardson, by reason of the fact that he was trustee, received a communication from a man in Boston named Bert Holland, in which Holland asked the trustee what was the situation in the bankruptcy proceeding. Richardson then sought Holland and asked what was his interest in the hotel. He learned Holland had $50,000 of bonds which he held as trustee. He then communicated with a man named Sweeny, who, under the trusteeship had been operating the hotel, and asked Sweeny to see Holland; to see if they could not get Holland to come into the plan of permitting Richardson and Metcalf and Rankin to file the bill to foreclose the mortgage.

About the 3d of October 1929 Sweeny obtained permission from Holland to file the bill to foreclose the first mortgage. Mark you, gentlemen of the Senate, long before the 3d of October 1929, Richardson, Metcalf, and Rankin had been seeking a client. No client had been seeking a lawyer in the case. They had been amassing information, gathering it from the files of the trustee, gathering it out of the court, getting it from the courthouse where the mortgage and a copy of the bonds were recorded. Before they obtained the client on the 3d of October 1929, they had practically prepared a bill to foreclose the mortgage.

On the 3d of October Holland gave his consent. He then communicated with other bondholders, and on the 10th of October he notified Mr. Rankin, former partner of Judge Ritter, not to proceed in the case and not to file the bill to foreclose the mortgage. He notified him by wire. The wire was received by Rankin on the 10th of October 1929, and before the bill was filed. In response to that wire Rankin stated in a telegram that he had mailed the bill of foreclosure from his office at West Palm Beach to Miami, but it had not reached the clerk's office, and in fact it did not reach the clerk's office until the 11th of October, giving the lawyer ample time to telephone or telegraph or, perhaps, even to write to notify the clerk not to file the bill, as directed by the client.

On the 16th of October Mr. Holland forwarded another wire to Mr. Rankin and told him not to proceed with the foreclosure suit at all, that he did not want a receiver, that he was acting with the bondholders' committee for the protection of the bondholders. Notwithstanding that, Mr.

Rankin, knowing that without Holland and the $50,000 of bonds he held it would be impossible for them to proceed with their foreclosure, filed an intervention on behalf of $4,500 worth of bonds to clinch the proceedings in the court and make it impossible for Holland to get out.

When Rankin sent the bill of complaint to the clerk at Miami he wrote a letter, which will be produced in evidence before this honorable body, in which he said he was enclosing the bill, and in which he asked the clerk of the court to put the bill under lock and key and not let anyone know it was filed, to keep the newspapers from having information in order that there should be no publicity—until when? Until the return of Judge Ritter, who then had been trying some cases in the city of New York.

During the latter part of September and the early part of October, Judge Ritter was engaged in trying cases in Brooklyn, N. Y. After this conspiracy had been fomented and this litigation started on its way, and before the client had been obtained by these champertous attorneys, Richardson and Rankin and a man named Tucker took a trip to New York. We say that one of the objects of the trip was to have a conference between Rankin and Judge Ritter with reference to this foreclosure suit and with reference to the appointment of a receiver in the foreclosure suit.

You will observe, gentlemen of the Senate, the proof will be that Mr. Richardson had spent two or three thousand dollars in fomenting this litigation before he even had a client; and in order to recover back the money he had expended, and put himself in a position where he could make a good deal of money by again being receiver, it was necessary that they get a client. Finally, after Holland had discharged Rankin and notified him as his attorney to proceed no longer, the matter came up for hearing before Judge Ritter on the 28th of October.

Before the client entered the courtroom with the former partner of the judge, the client discharged Mr. Rankin, told him he did not want him in the case any more, and that he wanted to discontinue the suit, because he had joined with other bondholders to protect their interests by means of a bondholders' committee. They went into the court. This man Holland came all the way from Boston to Miami to present to the judge his side of the case. He told the judge that he had discharged Rankin, that he desired the bill dismissed, and that he did not wish to proceed with the foreclosure. What was he met with? He was met with a statement by the judge that the court would not stand for these out-of-town or out-of-State litigants bringing proceedings in the courts of Florida and then seeking to set them aside or have them dismissed.

Then Holland urged Judge Ritter, even if he could not have the bill dismissed, that no receiver be appointed. Judge Ritter announced his intention of appointing Richardson, the man who for 6 months had been scheming and devising a way of continuing his operation of the property in connection with Sweeny.

A very reputable firm, Shutts & Bowen, were represented in court by Mr. McPherson. He objected to Richardson being appointed receiver. He asked the court for time to file affidavits or read the necessary documents to show the unfitness of this man Richardson, who fomented the litigation. The matter was adjourned until early in the afternoon, when Mr. McPherson appeared with either telegrams or letters which demonstrated right on their face that Richardson—the man who had been trustee and who then was trustee in bankruptcy and whom the judge mentioned as receiver—had for 6 months been plotting and planning to continue his operation of this property. Notwithstanding these letters or telegrams read by McPherson, the judge, brushing aside the application of Holland, and refusing to listen to his request to dismiss the bill, made complete the champertous efforts of Richardson, Rankin, and Metcalf by appointing receiver the very man who had fomented the litigation and who they knew had fomented the litigation and who Judge Ritter knew had fomented the litigation, as stated by Mr. McPherson.

The receivership went on through 2 years' operation of the hotel after the filing of that bill; and I dare say, gentlemen, the testimony will show that Mr. Rankin did not do more toward the preparation of the bill than merely to sign his name to it. You gentlemen will be the judges of that.

The litigation went on from October. Then, in a little while, Mr. Rankin came in and asked for a fee. Judge Ritter allowed him a $2,500 fee, which fee was originally opposed by the same firm of Shutts & Bowen, who really represented the people in interest, the bondholders. Finally, I believe, there was an acquiescence in the $2,500 fee.

Later Rankin wanted more money. He had made an application for a fee of $15,000. Judge Ritter wrote a letter, which will be offered in evidence before this honorable Court, showing that the matter was sent to Judge Akerman and that Judge Akerman fixed a final, complete fee in this foreclosure suit of $15,000.

There will be some dispute as to whether it was a final and complete fee. Perhaps there will be someone who will say that under the practice in Florida in a foreclosure suit there may be two fees—one for conserving the property and finally one as the fee on the final decree.

But from the time of the entry of that order for $15,000 to the receipt by Mr. Rankin of the money thereunder he did practically nothing in this case which he and others had fomented. He had a few conferences; but the burden of carrying on the litigation was on the attorneys who represented the bondholders. They were the persons in interest. The bondholders really owned the property; but the persons who had gotten into possession of it were the receiver, Richardson, who had been the trustee, and his attorneys. They operated the property for two seasons.

This property is a beautiful hotel. It operates from the 1st of January until about the 1st of April in each year. There is a 3-month season down there in this hotel. During all that time Mr. Rankin did practically nothing. These vigilant attorneys who represented the bondholders gave him a 120-day notice to take his affidavits in proof of the allegations of fraud he had set out in his bill of complaint. He sat idly by and did nothing with reference to taking any affidavits. The only thing we find that he did, after he signed the bill and caused it to be filed, was to appear upon the application for the appointment of a receiver and make application for fees.

After the 120 days had elapsed, and this Mr. Rankin, attorney for the plaintiff, did nothing, the firm of lawyers representing the bondholders gave notice of motion to take depositions to disprove the fraud and to prove the allegations in their counterclaim. They went to Chicago and took ample affidavits, which may be offered in evidence here. They thoroughly disposed of the question of fraud set out in the bill of complaint. There was nothing to it. Mr. Rankin did not even appear, nor did anyone appear on behalf of the receiver, or on behalf of Rankin or Metcalf, in Chicago when those affidavits were taken. Rankin sat down and let the litigation drift. There was only one thing they were intending to do. Richardson then was in the saddle as receiver, and the object was to keep the hotel operating as long as they could, because in ordinary seasons it took in three or four hundred thousand dollars net.

Upon the appointment of the receiver, Judge Ritter said to Metcalf, who signed the bill for the complainant with Mr. Rankin, that if Metcalf would step aside, he would appoint him attorney for the receiver. So, under an order of the court, Metcalf was appointed attorney for the receiver; and to counterbalance and to protect the interests of the bondholders, Shutts and Bowen were appointed attorneys for the receiver; and about a year passed by.

Finally, after long and difficult labor on the part of the attorneys for the bondholders, they were able to get Mr. Rankin to agree to a final decree. As I said, he did nothing of any consequence in this foreclosure suit from the time he signed his name to the bill until the time he took the check and endorsed the check for fees. He made a demand for at least $50,000 of fees to come to himself. The bondholders were powerless. The hotel was about to run into another year's operation. The real owners were being deprived of the possession of it. So, finally, the bondholders, through their

attorneys, were obliged to submit to Mr. Rankin's demand for a $50,000 fee; and a consent decree was drawn—not drawn by Rankin, but drawn by the bondholders' attorneys, and changed to some extent by Mr. Rankin—by which a consent fee of $75,000 was allowed to Mr. Rankin. Together with the $15,000 fee he had received, it meant $90,000 of fees. The labor, all the work of any kind in the litigation, had been done by Shutts and Bowen. Before the decree was signed it was understood that they were to get one-third of whatever fee was allowed. Of the $75,000, they received $25,000, and they probably earned it.

What did Rankin do with the balance, gentlemen of the Senate? He gave 20 percent of the $50,000 balance to Metcalf, who helped to get him into the case and had helped to prepare the bill, for no reason whatever except that Metcalf had helped prepare the bill—$10,000 to Metcalf. He gave $5,000, or 10 percent of the $50,000, to Richardson, the man who was trustee in bankruptcy, and who had succeeded in making himself, through Judge Ritter, receiver in the foreclosure suit. Five thousand dollars of the $50,000 went to Richardson; and, if the answer be correct, $5,000 of it, or $4,500 of it, we allege, went to Judge Ritter.

You see, there was a cutting of the fee. After the $75,000 had been allowed and $25,000 taken out for the attorneys who did the work, leaving $50,000, 20 percent of the $50,000, or $10,000, this attorney Rankin gave to Metcalf, who also got $5,000 for acting as attorney for the receiver; 10 percent of it he gave to Richardson, the receiver, who got $30,000 in addition for acting as receiver; and either 9 percent or 10 percent went to Judge Ritter.

Under what circumstances did it go to Judge Ritter? Nearly 2 years after the dissolution of the partnership of Ritter & Rankin, without one word ever having been said by either Ritter or Rankin to each other about any agreement to dissolve contemplating the payment of a purchase price for the law business, without a whisper, without a letter, without a bill, without anything in the line of documentary evidence, admitted by them, I believe, when they go on the stand, the day before Christmas, December 24, under another order made made by Judge Ritter, Rankin received $25,000 of the $90,000 from the receiver. That very day he went to the bank and deposited it—$25,000 paid on account—and, gentlemen of the Senate, why was it not all paid? Because there was not the money in the hands of the receiver from the operation. In order for them to get enough money to pay these exorbitant fees it was necessary to operate the hotel through another season, and this was the 24th of December, and the season does not open until the 1st of January.

So $25,000 was paid to Mr. Rankin. What did he do with the $25,000? He went down and put it in the bank. Then he drew a check for $3,000 and cashed the check; and then, with the cash in his pocket, he went over and saw this judge who has been impeached; and, slipping into the judge's chamber, with no one present but themselves, he handed to the judge not $3,000, but, the story is, $2,500 in cash—dishonest money, we say.

What did the judge do with the $2,500? When the money was offered to him, did he say, "Oh, no; there should be evidence of what is going on here"? No; he took $500 of the $2,500 and put it in a little tin box, and kept it for 6 or 8 months in the little tin box, and he put $2,000 in the bank.

They allege in their answer that there was an honest debt from Rankin to Ritter of $5,000. Gentlemen, with a law business as small as this, it will be shown to this honorable Court that the books of that office were not worth $100; that all of the fees which were earned and which had not yet been paid, when they came in, were in their turn divided 50–50 with Judge Ritter, of which we make no complaint. One-half of the fees were paid over to Ritter, all paid over by checks, not one in cash.

I was about to call your attention to the fact that of this $15,000 Mr. Rankin received, as he names it, as a preliminary fee, he paid not one cent to the judge. It was only when he received the $25,000 that he paid $2,500; and when he got the balance of it, he again gets $2,000 in cash.

His office was in West Palm Beach, and he has a bank account in West Palm Beach and one in Miami. What does Rankin do? He goes into the bank at West Palm Beach and cashes a check for a thousand dollars and puts the cash in his pocket, or in his brief case. Then he comes the 70 miles by bus or motor from West Palm Beach to Miami, then goes into the bank in Miami and draws another check for a thousand dollars and puts the cash in his pocket, then he seeks out Judge Ritter, and, in the privacy of that chamber, without a witness, he slips the $2,000 cash to Judge Ritter. Gentlemen, we say that was dishonest money.

We say, further, notwithstanding everything that is in the answer, notwithstanding the claim that there was an agreement to sell the business for $5,000, that Judge Ritter made complete the conspiracy of these men. He appointed the receiver whom they expected to be appointed. In one of the communications it was said, "If a receiver is appointed, Bemis and Sweeny will operate the hotel", and he made an order for them to operate the hotel. That, we say, covers the first two charges.

The third charge is a charge of practicing law. After this judge went on the bench, about a month elapsed, when he wrote a letter to a firm of lawyers in New York City in which he said, "I am now a Federal judge. I can no longer represent you in this suit of the Mulford Co.", a foreclosure suit, "but I think I did a lot of work." He said, "I will watch that proceeding to its finish. I think I ought to have $2,000 more", notwithstanding the fact that he agreed that $4,000, which up to that time had been paid, was all the fee.

The lawyers in New York transmitted the communication to their client, and the client, through the lawyers, sent him a fee of $2,000. In that letter he said he would see the proceedings to the finish; and he did. The name of the firm of Ritter & Rankin appears on all the papers in the foreclosure suit, from the time it was originally instituted, down through the appointment of the judge, and down to the final decree. We say that is practicing law.

In the case of J. R. Francis, the judge received a fee of $7,500 in the year 1929. We say that he was practicing law during 1930 and 1931 in the matter of Francis, and that he received these fees. We expect to prove, to some extent by documentary evidence, that he was actively practicing law, contrary to the statute.

The last two charges are charges of false income-tax returns. In the year 1929 Judge Ritter made an income-tax return and did not show any taxables. We will show to this honorable court that in that year he received, over and above his salary as judge, between $11,000 and $12,000 which was taxable, and on which he should have paid an income tax.

We charge that in 1930 he made another false income-tax return. In his income-tax return for 1930 he included nothing whatever for professional income. The only item was an item of his salary as judge, which was exempt. We will show that in that year he received at least $5,200 which should have been returned. We will show that he received in that year out of this Rankin payment at least $2,500.

Gentlemen, the last impeachment charge deals with the man as a judge on the bench, while the first six, to some extent, deal with him individually. We say in the last charge that by reason of the conduct of this judge he has brought the United States district court into disrepute; he has caused the public to lose faith in its court; and that by reason of his conduct he should be removed.

At the opening of the proceedings the managers on the part of the House struck out two items of article VII. The object of that was to curtail these proceedings. We felt, after a careful examination, that in all of the proceedings there was sufficient evidence, and these two other items would take at least 3 or 4 days to try before this honorable Court, and having in mind the pressure of business here and on the other side, and the fact that ninety-odd witnesses were subpenaed, we concluded it well to take those two items out. But, Members of the Court, the removal of those two items does not in any way change or affect the charge in that

impeachment article. That charge is a charge of bringing the court into disrepute and disgrace.

If we prove these charges we shall expect from the hands of this honorable body a verdict that Judge Ritter is not fit to be judge of the United States district court.

The PRESIDENT pro tempore. Under the order, the honorable counsel for the respondent will now have an opportunity to make a statement.

OPENING STATEMENT ON BEHALF OF THE RESPONDENT, BY FRANK P. WALSH, OF COUNSEL

Mr. WALSH (of counsel) (speaking from the desk in front of the Vice President). May it please this honorable Court, it becomes my duty to make a statement of the actual facts in this case. In view of the statement made by the distinguished gentleman who preceded me, I have to ask the indulgence of this Court for some little time to do that. I had intended to take the charges up right at the start, but in view of what has been said, and my surprise at it, I feel that, in justice to Judge Ritter, I must make some answer and comment upon it.

I had supposed that when a matter was stricken out—although I should have been very glad to say something about it—that that was the end of it; that there would be no more to say. Two items were stricken out, and, in view of what my distinguished friend, whom I admire very much, has said, I feel compelled to tell the truth about them.

They struck out the charge against this man, who we say is innocent, which brought him into the proceedings. They struck out the charge that he did something that was wrong in the appointment of a master in a public-utility case in Florida. I shall not take up time with that except to say—and I want to be challenged if this is not a fact—that we went down to Florida and interviewed every witness, every single witness, and found that the conduct of the judge was absolutely meticulous in that case. We found that every person connected with it said that his conduct was of that character.

We interviewed the witnesses the managers on the part of the House had subpenaed. In fact, there had been an agreement between us that this was in the nature of an investigation, and that we could all interview all the witnesses, no matter by whom they were subpenaed. Every man they had upon the record refused to say a word against this respondent, but said that his conduct in that case was absolutely correct, and that they had adopted a resolution to that effect because they believed he was an honest, conscientious, and intelligent judge, and they would have nothing to do with the effort to impeach him.

The same thing might be said of the Florida Trust case. It took us over a week to prepare that case. I will make this statement very brief; I will tell the Members of the Court why they dismissed the Florida Trust case.

With one exception, that was the most complicated case I ever ran across in a court of equity. But we have every witness in that case, except one, under subpena.

Mr. Manager SUMNERS. Mr. President, I do not want to disturb the eminent counsel——

Mr. WALSH (of counsel). You are not disturbing me.

Mr. Manager SUMNERS. But I believe we have to challenge the statement just made, that all the witnesses who were summoned by the managers would have testified that the conduct of this respondent was meticulous, or anything that approached that.

Mr. WALSH (of counsel). Did you excuse them all?

Mr. Manager SUMNERS. I assume they have all been excused.

Mr. WALSH (of counsel). Did you excuse them all before you left Miami? I will not have a controversy with you; you have been so kind and courteous to me.

Mr. Manager SUMNERS. I just wish to enter a formal challenge of the statement as to what the excused witnesses would have testified.

Mr. WALSH (of counsel). Very good. I will not further pursue the answer to that question. I wish to set those matters aside. They are ended.

I should have said nothing about that question except that I believe if this man had committed an offense which was a disgrace to the bench, if he did something unfair in that utility case, or if he did something wrong in the case of the Florida Trust Co., the managers on the part of the House would have brought such conduct before this high Court and had it pass upon it.

I shall now have to go into a little detail concerning the rest of this charge. I shall make it as brief as I possibly can, of course.

We must first take a look at this man. Who is Halsted L. Ritter? He is a man who was admitted to the bar in the State of Indiana when he was 24 years of age. He was the son of a distinguished lawyer who served his State and served his profession honorably and well. He practiced with his father for 1 year, when he went to Denver, Colo. There he had a distinguished career.

I think it is well to say here that he was not a lawyer who devoted himself entirely to the material part of the practice of law; but he gave freely of his time and energy, during the 30 years he was in the State of Colorado, to matters that were the concern and behoof of all the people of Colorado, and not merely to private professional practice.

In 1895 he started to practice in Denver. In 1907 and 1908 he was a member of the Colorado Railroad Commission. It was the first railroad commission of the State. He was the lawyer member of it. He sustained its constitutionality in the highest court in the State of Colorado.

In 1908 and 1909 he was the president of the Denver Bar Association.

From 1915 to 1924 he was president of the Social Service Bureau of Denver.

In 1909 he was appointed by the Governor and served as a member of the Colorado Child Welfare Bureau.

In 1924 he was elected president of the Denver Community Chest, which was new at that time.

In 1924 and 1925 he was the founder and president of the Denver Legal Aid Society, to furnish legal assistance to those whose economic condition did not permit them to hire lawyers.

When he came to the State of Florida he had been elected president of the National Association of Community Chests. He went to Florida, first, on account of the health of Mrs. Ritter. With a few visits, Mrs. Ritter's health becoming so much better, he concluded to locate there. He went there for that purpose, to locate permanently in 1925.

That, the testimony will show, was just at the time when the great Florida land boom was flattening out. A real-estate organization had been gotten up there of which he was elected secretary. He was not yet admitted to practice law, and the intention was that after he had qualified himself he would be the general attorney for the company. It was an ambitious undertaking. It lasted 4 or 5 months. His salary while it lasted, and while he collected it, was $25,000 a year. When it collapsed, in 4 or 5 months, he went into the law office of Winters & Foskett. Winters is a witness here on some aspects of the case. Judge Ritter stayed in that office some 5 or 6 months.

He took the bar examination in Tallahassee in the late summer of 1926. While taking that examination, he met Mr. Albert L. Rankin. He had never known the gentleman before. He had practiced during all of his youth and later manhood in Denver; and I desire to say at this point that his success in Denver was, we will say, above the average. For the last 15 or 20 years of his practice his average income was about $30,000 a year. In the whole 30 years it ranged from about $10,000 in the lowest year to about $80,000 in the highest year. His only reason for coming to Florida was because of his wife's health.

After he took the examination in Tallahassee, considering that Florida was a common-law State, that Alabama had a limited code, and that Florida had a complete code, he was attracted to Mr. Rankin, who seems to be—and I think he is—a very good common-law lawyer. He was admitted to the bar, having come from Andalusia, in Alabama, where they had this limited code. In November 1926, 2 years and

some months before the judge went on the bench, they went into this partnership arrangement. They went in, each to contribute half, each to share half and half in the fees that were made. They started exactly as two young men would start who were just admitted to the bar. One of them was well advanced in the fifties, the other perhaps a few years younger.

That was a prosperous business from the first. Judge Ritter had established connections in many parts of the United States, particularly in the East and in Colorado, and the business came to that office. The earnings were misstated—not intentionally misstated, I am sure—by my brother on the other side. My recollection is that in the latter part of the partnership the fees ran up to something like $18,000; and it was only 2 years after Judge Ritter had started in, as I say, with an absolute stranger, and both at the ages I have mentioned.

They first started on the fourth floor of the Comeau Building in West Palm Beach. The business increased, and they moved up to the eighth floor.

At the time the judge went on the bench they had a modern, well-equipped law office. They had a large reception room; a room for each of the partners; a library, and a file room. They had modern steel furniture and first-class equipment throughout. That is a trifle, and if it had not been so terribly belittled by my brother, I do not believe I should have mentioned it. They had books. They did not have a great many, but the judge brought the textbooks he had from Colorado, and some of the reports, running along currently at that time, the decennial and other modern reports; and Mr. Rankin, who had served for several years as a judge in Alabama, brought his books.

Under the testimony there is going to be no question, I say to this honorable Court, about just what that property was, and about just what was transferred under the contract that was subsequently made. I say they did not have many books. They had 895, which have been checked up, textbooks and these current reports.

As to the law business, there will be no further question about that. All of it we checked up, and accurately, I believe, in connection with the Judge and my good friends the counsel here. I think we can show this Court exactly what law business was left in that firm, and very close to what the actual value was. At any rate, we can show you absolutely correctly the amounts of money that Judge Rankin got out of this purchase during the years intervening down to the present time.

The only case in which there is any charge whatsoever made against this honorable man, involving his conduct while on the bench, is the Whitehall case; and about that I shall go into detail later.

When it came to dissolving partnerships, it turned out that Judge Ritter had brought more than 95 percent of the business into the firm. Mr. Rankin, so far as getting business was concerned, was not successful.

The cases were of great variety. Many of them came from other places. The evidence will show that when it came to the question of dividing the business, it was agreed that there were certain cases there that had been entirely attended to by Judge Ritter, probably one or two, out of which he should get the fee; that is, cases that had been finished. There were a number of cases, not a great number, that had been finished, and nothing was left in them except the collection of the fee. As to those it was agreed, because they were readily collectible and about to be collected, that they would be divided between the partners before the judge went on the bench.

The evidence will show that the reason why there was a contract made at all, and why Judge Ritter agreed to a contract, which you might say was manifestly too generous to Mr. Rankin, was the fact, first, that Mr. Rankin had not been successful. He left Andalusia in a great deal of debt, the property he had was mortgaged, his insurance was mortgaged. Judge Ritter said to him, "Now, I am going on the bench, and there is some good business here out of which the money will be collected, but it will run a long time; and what I would like—you understand the business—is for you to say to me that you will pay a lump sum for the business, so far as the cases are concerned; and then, no matter how much work is done on those cases, no matter how much money you get out of the business, I will have no further income from it, because it would not do, of course, for me to be attempting to carry on a system of accounts running perhaps over years."

As a matter of fact, since he and I were in Florida one of those cases has been settled. The case in which this fee of $7,000 against a defunct corporation is involved is now 7 years old, but they had a written guaranty by a man and his wife in Boston to pay that fee of $7,000.

In the investigation that was held sometime ago these things were picked out at random. So far as God has given my colleague Judge Ritter and me the power to do it, there will be nothing said in this case at random. We will produce and show you the entire case.

At the time that agreement was made, and the judge stepped out, there was a young man named Salisbury, a graduate of Harvard Law School, and a man whom the judge knew in the State of Colorado, an associate and schoolmate of some of the judge's children.

In order to see that this business was carried out, because Mr. Rankin was not very fast in his movements—partly on that account and partly that the clients might be properly served—Judge Ritter wished Mr. Rankin to continue, and he asked Mr. Rankin if he could suggest to him that Mr. Salisbury come into that office, because he was an energetic young man; that he would keep Mr. Rankin "on his toes", that he would get the business that was sent to the firm of Rankin & Ritter disposed of; and, incidentally, that thereby an opening would be made for a young friend who, he thought, would be worthy. Mr. Salisbury will appear before this honorable Court during the course of these proceedings. That young man went in there, and for some time—I will not say how long, a year or two, a considerable length of time—handled the inside of that business and a great deal of the outside of it. An agreement was made that out of all the business that was in the office turned over by Judge Ritter and of any new business that came in Mr. Salisbury should have 15 percent net for himself of the proceeds that came from any of that business.

We have had a registered accountant of ability go through all the books and all the memoranda that were left in the office.

I ought to say that Judge Rankin—and I do not want to reflect on him—was a man who kept no accounts and was a good deal like some of us other southern country lawyers who are not very orderly in that respect. I do not think, however, there will be any difficulty in pointing out to this honorable Court just what he did. There will be a description now of the mechanical part of the office. There were 44 unfinished cases left in the office.

I forgot to say that when Judge Ritter asked Judge Rankin what he thought he ought to pay for it Judge Rankin said $5,000. Judge Ritter did not stop to calculate it, but, for the reasons I have stated, was very glad to close the matter in that way. So the agreement was that he was to pay him $5,000. There was no agreement of partnership, and there was no agreement of dissolution, either.

Now, making it as brief as I can, it turns out that out of those 44 cases Mr. Rankin has collected in cash $14,125. That does not take into account the $7,000 that will be collected if the guaranty in this case that was just settled a few days ago is made good. It took a long time to work some of that out, and I think we can give you dates and facts that will leave it beyond peradventure. So much for the dissolution of that firm.

As I have pointed out, the Whitehall litigation is the only case before the Court in which there is any complaint against Judge Ritter's conduct on the bench.

The proceedings in the Whitehall case originated in 1929. The other complaints against him likewise had their origin in the year 1929, the first year he went on the bench.

When he was mentioned along in November or December 1928 for the judicial vacancy he naturally gave some time to it. So it may be said that the end of the activity of that law firm came probably in December 1928.

His name was sent to the Senate by the President and was referred to the usual committee. There were a great number of applicants; the receptive candidates numbered about 40, I understand. A careful study was made of his whole life. His private life was found to be absolutely above reproach, and his public and professional life the same. So, without any objection, his appointment was confirmed.

Now, as to the Whitehall case, if this case, in any way, shape, or form presented the picture given it by Mr. Manager PERKINS, I know that the judge would hang his head in shame and walk out of this Court; and I am sure that I would not be here trying to excuse him.

First, as to how that suit came about. Here was a hotel—one of the largest hotels and undoubtedly the finest in Florida. It was the last word in a hotel for people who had money to spend. I have to give the history of that hotel so that the Court may realize what caused this litigation, and when you hear it, it will be very different from the way in which it has been depicted. I will have to state to this honorable Court that if I could not prove it by documentary evidence, again I would not ask to be believed.

There were two men down there in the hotel business in 1924, one whose name has not been mentioned, Martin Sweeny, now living in New York, and the other H. E. Bemis.

They started together quite young men. Martin Sweeny began as a bookkeeper for the East Coast Railroad that owned all those great hotels down there, the Flagler chain of hotels, and railroads. The name of H. E. Bemis has not been mentioned here, and if it be true that these men conspired, why, then, I simply have to say it casts odium upon a man who stood higher, perhaps, than any other business man in the State of Florida, H. E. Bemis.

There was another gentleman in the same business named Paris Singer. These three men got together and purchased the Flagler home.

They put $437,000 in that enterprise. They made the necessary improvements and opened it as a hotel and a club in the off season in 1924. They ran it for 1 year as a club, the three of them being equally interested, and they paid for the entire property.

In 1925 Mr. Sweeny met a man named W. J. Moore, a financier. These three men were about to build an addition of 100 rooms on this hotel when they met Moore. Moore told them that he could finance it if they would manage it because they had a reputation. I know that will not be questioned by the managers for the House, but if it is I say that there is no one higher in this business, down to date, than Martin Sweeny is, and that before Mr. Bemis died he was not outranked by anyone in standing. Mr. Sweeny is still down there operating hotels; he has been a Florida hotel manager and president for 31 years from the time he was bookkeeper.

They succumbed to the suggestion that Mr. Moore should furnish the finances for that hotel.

They took him in. Their investment was $437,000. When they financed the hotel, he got in on the no-par common stock for absolutely nothing. He was supposed to be the man who would furnish all the money. More of that gentleman later on.

Mr. Sweeny will testify that he estimated the cost of the building at $3,000,000 for improvements and enlargement. Everything was left as Flagler left it, the works of art, paintings, and so forth. The price was to be $3,000,000. Moore gave the contract on the building to his own company, the Longacre Construction Co. Mr. Sweeny will be here as a witness. The managers on the part of the House have subpenaed him, and I suppose will put him on the witness stand, but if they do not, we certainly shall.

When the building was completed, they were $1,000,000 in debt to the Moore Building Co. They owed for equipment and for furniture. These men, who were practical hotel operators, had had a complete success from the time they started until the time they had met William J. Moore.

In March of 1928 there were three mortgages upon the hotel, one for $2,500,000, a second mortgage for $500,000, and a third mortgage for $60,000. They were all controlled by Moore. Moore now owned one-half the capital stock in the Whitehall Building & Operating Co. Martin Sweeny and his brother, Ed, owned one-half of the balance or 25 percent of the total. Mr. Bemis, who has since passed away, owned the other 25 percent. The testimony will show that Mr. Bemis and Martin Sweeny together, and after Mr. Bemis' death Martin Sweeny alone, determined to try to hold the property in which they had invested practically all their savings. They served a higher duty, too, which you will find running all through the correspondence, because these millions which were collected on the first mortgage bonds largely came through those who had faith and confidence in H. E. Bemis, Martin Sweeny, and Ed Sweeny.

In 1928 the trustee under the first-mortgage bond or trust deed was Harold Moore. He was a son of W. J. Moore. The trustee under the second mortgage was a man named Thomas, who was a clerk and employee of the American Bond & Mortgage Co., which is their company. The third trustee was a man named Hayden Ward. He was likewise a clerk and an employee for the Moores. Ward was trustee under the $60,000 encumbrance which will have a great deal to do with this case.

In March, and before the first default upon which they could have sought foreclosure, they having left out of all mortgages a large number of unsecured creditors, Mr. W. J. Moore concluded that he would have the hotel go into the hands of receivers. The men were helpless. The debt was there.

You will see the fruits of the work of Martin Sweeny and H. E. Bemis through all these years. They were all money makers, but the volume of indebtedness was so great and the load so high that they had to fight it through with difficulty. With Bemis gone, Martin Sweeny is there today, and he will tell you the whole story and assert that he will never give it up as long as justice reigns.

A receiver was to be appointed. Judge Ritter was not in office at that time. This was in March of 1928. The creditors got together and, to their disappointment, Mr. Bemis selected a young lawyer down there named Walter J. Richardson, who has been so savagely condemned by my distinguished friend on the other side. Mr. Richardson went in to operate the hotel during the period of the winter of 1928 and until the late winter of 1929.

Mr. Sweeny will have an epitome of the proceedings of every year, including all the years in question, when he comes before you, and will show that the highest returns that were ever made were made during the first bankruptcy in which young Richardson acted as trustee in bankruptcy.

During the second foreclosure, in 1929, Richardson was put in as receiver for the unsecured creditors and a stipulation was made. You may bring any witness from Florida, I may say to my distinguished friend of the opposition, and every one will say it was a wise act that Judge Ritter performed in making the order that kept the hotel under the management of Martin Sweeny and Mr. Bemis, the men who put their money into it and brought it to the place where it was and held it, under this terrible load of debt, because they were the best ones to operate the hotel. The profits in all those years show that it was properly handled. The profits were enough to pay the interest practically all the time on the first mortgage.

I want to answer, in a word if I can, what the gentleman said about the trustee in bankruptcy, the receiver of the hotel, getting $30,000. Stated that way, it looks like a large sum. All he really got was his salary for 2 years, at $15,000 a year, because when Judge Ritter came into office there was not a thing to be done in the case except to approve the bills. Those were in the hands of the referee in bankruptcy, who had gone carefully through all of them and who will be before you gentlemen to testify. When he got $30,000 and the other fees, except the one fee which I shall explain, he was getting only his salary and compensation for what he was doing. What he brought out of that hotel, except for taxes and insurance, was about $300,000 net profit.

That receivership is closed. It is said these men, mentioning Mr. Rankin and Mr. Richardson alone, went around to foment litigation and start a champertous suit. I think I am as familiar as any of us with the meaning of "champerty." It means a case in which a stranger, with no interest, combines with the plaintiff and defendant in an agreement that he will maintain litigation financially for a share of the profits which come out of the case, whether in land or property or money.

After the receivership was practically closed, there was nothing to do but to submit the report. Mr. Moore went to Mr. Bemis and Mr. Sweeny and tried to break them apart, but their friendship and personal relations were such that it could not be done.

Those friendly relations lasted until the death of Mr. Bemis. Mr. Moore wanted to sell out that property under the third mortgage and get title to it. There stood the $300,000 profits in the property in that year. He wanted to get title to it and have the money divided among themselves. Sweeny refused and Mr. Bemis refused. Do not depend upon my statement of the evidence. Mr. Sweeny has been subpenaed as a witness by the other side and no doubt will be placed on the witness stand. Two letters have been taken from their correspondence and will be read to you. They were taken out of a correspondence numbering perhaps a hundred letters and, standing alone, look as though there was something champertous involved. As a matter of fact, these men were still the owners of half of the property through the corporation known as the Whitehall Building & Operating Co.

They had assisted in selling these bonds all over the country, and they had two objects, and you will find it all through these letters. One was to retain the property that was theirs. When the hard times came, and they were pressed, the evidence will show that Martin Sweeny put up $100,000 of his own money, and so did Mr. Bemis, and lost it all.

At this point Mr. Bemis began, as he had a right to do, to look around for some persons with bonds who would join in a suit for the purpose of protecting the first-mortgage bondholders and that $2,500,000 worth of bonds. All of these letters will be brought in. They show one continuous purpose all the way through—the letters of Bemis to Richardson, the letters of Sweeny to Bemis, and the replies from Bemis. When that evidence is produced it will dispose of the first part of this charge with reference to the Whitehall Hotel.

Mr. ASHURST. Mr. President, will the honorable counsel suffer an interruption at this point?

Mr. WALSH (of counsel). Yes.

Mr. ASHURST. I ask the honorable counsel if it would interrupt the stream of his statement if the Senate, sitting as a Court, were now to take a recess for luncheon?

Mr. WALSH (of counsel). Not at all. I myself shall be grateful for it.

RECESS

Mr. ASHURST. Mr. President, I move that the Senate, sitting as a Court of Impeachment, take a recess until 2 o'clock this day.

The PRESIDENT pro tempore. The question is on the motion of the Senator from Arizona.

The motion was agreed to; and (at 1 o'clock and 25 minutes p. m.) the Senate, sitting as a Court of Impeachment, took a recess until 2 o'clock p. m., at which time it reassembled.

Mr. ROBINSON. I suggest the absence of a quorum.

The VICE PRESIDENT. The clerk will call the roll.

The Chief Clerk called the roll, and the following Senators answered to their names:

Adams	Byrd	Fletcher	Johnson
Ashurst	Byrnes	Frazier	Keyes
Austin	Capper	George	King
Bachman	Caraway	Gerry	La Follette
Bailey	Carey	Gibson	Lewis
Barbour	Clark	Glass	Logan
Barkley	Connally	Guffey	Lonergan
Benson	Coolidge	Hale	Long
Black	Copeland	Harrison	McGill
Bone	Couzens	Hastings	McKellar
Brown	Davis	Hatch	McNary
Bulkley	Dieterich	Hayden	Maloney
Bulow	Donahey	Holt	Metcalf
Minton	Overton	Sheppard	Vandenberg
Moore	Pittman	Shipstead	Van Nuys
Murphy	Pope	Smith	Wagner
Murray	Radcliffe	Steiwer	Walsh
Neely	Reynolds	Thomas, Okla.	Wheeler
Norris	Robinson	Thomas, Utah	White
Nye	Russell	Townsend	
O'Mahoney	Schwellenbach	Truman	

The VICE PRESIDENT. Eighty-two Senators have answered to their names. A quorum is present. Counsel for the respondent will proceed with his statement to the Senate.

CONTINUATION OF OPENING STATEMENT ON BEHALF OF RESPONDENT

Mr. WALSH (of counsel). May it please the Court, I ought to say at this point that the evidence will show that Judge Ritter had absolutely no knowledge of anything about the Whitehall case until it came before him regularly in court. I believe that there will be no dispute about that.

At this point I ought also to reply to the insinuation that was made here about the trip to New York. The judge was holding court in Brooklyn. There was a case of a drainage district in Florida in which he had participated and in which an order was necessary to compromise the suit. Mr. Sydnor Tucker, a reputable attorney down there, and Mr. Rankin were counsel in the case. They stipulated that the order should be signed outside of the district because no other judge than Judge Ritter was familiar with the facts in this case. So they went to Brooklyn and saw Judge Ritter. We will introduce here, may it please the Court, the order that was brought to him to sign, with his signature and the date, so that under the evidence there can be no doubt about that.

Mr. Richardson never saw Judge Ritter when he came to New York at that time; Mr. Rankin never saw Mr. Sweeny when he came on that occasion. So, we think all of the testimony will leave that absolutely clear.

In addition to the interests which Mr. Sweeny had in Florida, he became the president and general manager, and is today, of four hotels in New York. The most prominent one is the Chatham, also the Berkshire and the Lenoir, and as a president of the Wilson Catering Co., Sherry's Park Avenue Hotel.

[We find the situation in March of 1929 to be that the suit was coming to an issue on the receivership, the receivership in which Mr. Richardson was receiver.]

On October 11, 1929, the unsecured creditors' trusteeship was at an end. There was nothing more to be done. Here were the three mortgages. The suit had been brought to foreclose the $60,000 mortgage, brought by the holder of the bonds, a man named Kenneth Moore. Kenneth Moore was another son of W. J. Moore, of the American Bond & Mortgage Co. He brought the suit in foreclosure, and Mr. Richardson naturally thought he was doing it to protect the first-mortgage bondholders. They were coming along through the year to the open season before the fall and winter when the Whitehall was finally opened.

The proceeding went along. The evidence will be that Moore tried to get Mr. Bemis or Mr. Sweeny, or both of them to agree to that sort of proceeding. Richardson believed he was acting in the interest of the first bondholders and wrote to him asking him not to sell the property under the $60,000 mortgage. He refused or at least did not give his assent to withdrawing the matter, and as it came close to the time, with the money in the hands of the company which was operating the hotel, Mr. Richardson took $60,000 plus the interest, in gold coin of the United States of standard weight and fineness as called for in the provisions of the bond, and went to Moore and said he would pay it and stop the sale. Moore refused to accept it.

Then the approach was made to Mr. Sweeny and Mr. Bemis that they should take Moore in and that the three should lease the hotel and operate it. Mr. Sweeny refused and Mr. Bemis refused on the sole ground of their own interest and because of their belief that the ones to be considered were the first mortgage bondholders.

The matter ran on until the day of the sale came. Kenneth Moore, the son of W. J. Moore, bought in the property and secured title to it for $2,600, leaving a deficiency judgment

between $2,600 and the amount specified in the bonds plus the interest, their purpose being, as will be clearly shown, to take over the hotel and operate it, with the record behind it of having earned $316,000 profit during the preceding season.

Mr. Sweeney and Mr. Bemis both got busy. In March, Bert Holland had written to Mr. Richardson. He did not know Mr. Richardson. He just wrote to the receiver of the hotel and asked him about the payments that were provided for in the bonds. That is where he came into the picture in the first place. Mr. Richardson finally wrote and gave him the information that the sale was proceeding. He notified Mr. Sweeney that here was a man who had $50,000 of the bonds. Mr. Holland wrote the receiver another letter and told him he could not attend to any matter because he had not yet been discharged as trustee for the creditors in the first foreclosure suit.

Correspondence took place and he afterward wrote that if they wanted to know anything about it he would refer them to the firm of Metcalf & Hyatt. That was the first time any lawyer came into the case.

When the sale was made under the $60,000 deed of trust, Mr. Bemis went to Mr. Metcalf and got an opinion on the right of foreclosure of the first mortgage. The memorandum of law written by Mr. Metcalf will be produced here in evidence. Mr. Metcalf advised him that under one provision of the trust deed, to start a foreclosure proceeding a person would have to have $50,000 in bonds. If a man did not have $50,000 in bonds and the trustee did not proceed, the question was open as to whether or not anybody that had any of the bonds could come in and do it. That was an open question.

Mr. Metcalf advised that in case there was fraud in the management of the property, or in the case of an unfaithful trustee, any person who had a bond of $500 as a minimum, or more, had a right to bring a proceeding and had a right to have the foreclosure; or, if there was antagonism between the trust as represented by the trustee under the first mortgage and the interests of the second or third mortgages, again they would have a right to foreclose without getting the $50,000 of bonds.

I shall skip the intermediate steps because it is conceded that these men were finally employed. Here is how Mr. Rankin came to be employed. He had done some other business for Mr. Bemis. Mr. Bemis, by the way, was the operator of a very large hotel in Palm Beach. He knew Mr. Rankin and asked that Mr. Rankin be taken into the case. Mr. Rankin went over the memorandum of law written by Mr. Metcalf and advised the parties that he concurred, that if there was fraud anybody could foreclose.

We come now to the time of the first appearance in court. The uncontradicted evidence will show that Judge Ritter had not heard of this proceeding and knew nothing about it. Mr. Sweeney was the one who met Mr. Holland. He came to New York for that purpose and saw him at the Berkshire Hotel and explained the whole situation. He had nothing in mind except to save his own interests and to save the interests of the first-mortgage bondholders. He got clear authority from Mr. Holland to bring a proceeding.

While this negotiation was going on, Mr. Bemis and Mr. Sweeney were attempting to form a bondholders' committee. They had submitted the names of the highest-standing men, morally and financially, that there were in the State of Florida. The matter came to be a contest between those in Florida and those in Chicago.

Moore never came near the hotel. He did nothing and he could have done nothing in the management of the hotel. It was not to the advantage of the hotel, or so Mr. Sweeney and Mr. Bemis believed, for them to let the hotel get into the hands of these other people. They themselves had had the experience with the building and everything else in connection with the property.

At that point the suit was brought. On the one side were the American Bond & Mortgage Co., doing everything they could to control the hotel. On the other side were the two owners, doing everything they could to hold it and to protect the bondholders. The evidence in the case, all the correspondence, and other documentary evidence will show that beyond any possibility of doubt.

Mr. Rankin went ahead and filed the suit and alleged fraud and the antagonism of interest between the first mortgage-bondholders or trustee and the third mortgage, so far as the bondholders were concerned. He sent the suit to be filed on the 10th day of October; and with this fight going on, the judge being away, he wrote to the clerk and asked him to lock up the bill and not let anybody know about it until the judge arrived there. They knew that efforts were being made to get up another bondholders' committee; and, although it was a secret at that time, the fact afterward came out that while this was going on the American Bond & Mortgage Co. surrendered their assets to another company, a subsidiary of the American Bond & Mortgage Co., and from that to another company in Chicago, so that the American Bond & Mortgage Co. were insolvent at that time, although it was not generally known. So the effort was being made by the Moore interests in Chicago to get a bondholders' committee and bring suit, and the effort was being made by the Floridians to save the property.

At that point, on the 11th of October, the suit was filed and that letter of instructions given.

On the 10th Mr. Rankin received a telegram from Mr. Holland telling him not to file the suit. Mr. Rankin sent Mr. Holland in reply a telegram which will be introduced in evidence here. Rankin thought, of course, he was working for Holland at that time, and he sent Holland a telegram in reply setting out the facts, telling him what they were, and how highly necessary he believed it was to file the bill.

Rankin got a telegram from Holland saying, in view of the circumstances, not to do anything further in the case; to allow it to remain just as it was, in statuo quo. Now, here is what was going on:

Efforts were being made to get up a bondholders' committee in Chicago. Mr. Shutts' firm—and there is not a finer firm in the State of Florida—had gone into the case, representing the trustee, who they had every right to believe was faithful. They had gone in and asked that a receiver be not appointed, or that the appointment be deferred, and it was deferred at their request for a few days.

On the 24th day of September this matter finally came up. On the 28th they had induced Mr. Sugden, who was represented by Mr. Holland, a Boston lawyer, to go in with the other set of bondholders in Chicago; but when they came down there on the day this case was set, on the 28th, every person who had any interest in the litigation was present—Mr. Rankin and Mr. Metcalf, representing the plaintiffs; Shutts & Bowen, representing the trustee of the bondholders; Mr. John P. Stokes, representing the interests of Messrs. Bemis and Sweeney; and Mr. Lautmann, of Chicago, representing the bondholders' committee that had been formed only a few days before.

When this $50,000 in bonds came in, it was the effort of all of them—and it was known to Mr. Holland—to get all the interveners they could, and they had gotten bondholders who became interveners whose holdings I think amounted to about $7,500. They had the right to proceed under that if fraud and antagonism existed. So, when the parties came down there, that was the situation.

My friend is in error when he asserts that Mr. Holland came in and asked that the suit be dismissed. Mr. Holland did not ask that the suit be dismissed. He asked that the suit remain in status quo. He said he did not want it dismissed, but he did not want a receiver appointed. The evidence will show that they wanted their own receiver appointed. The court overruled the request; and I need not stop here to explain that the court's judicial action honestly taken, and an opinion honestly given, is not subject to condemnation by any court in the world.

Judge Ritter refused to do what was asked. He announced that he was going to appoint Mr. Richardson. Mr. Richardson had made the largest return that was ever made on that property in its whole existence. Judge Ritter knew also that there were two men there to manage that property,

and only two, the men who originated it, the men who owned it; and in order to be perfectly fair about it and sure that the matter would be handled in the interest of the bondholders, Judge Ritter provided in his order that the property should be managed by H. E. Bemis and Martin Sweeney.

At that point, this objection having been made, I think Mr. McPherson was given some time, and came in the afternoon with two letters taken out of all the correspondence—two letters which the other side say will be introduced in evidence here, without the others, of course—showing what the fight actually was, and what was going on. Judge Ritter said that that was not sufficient to disqualify this man who had conducted this hotel successfully; and, therefore, that he was going to appoint him; and he did appoint him.

Every known interest was represented there—Mr. Lautmann, the bondholders, and the others, as I have suggested. No exceptions were taken to anything that was done there that day. No appeal was taken from it; so that the matter, so far as Judge Ritter was concerned, was settled upon its face.

I may shorten this statement by relating what became of the charges of fraud that Mr. Rankin is criticized for having made, and then not attempting to take any depositions in regard to them.

Before that time came, the American Bond & Mortgage Co.—and I take it probably every Member of this high Court now knows all about that—crashed, and the news was on the front pages of every newspaper. They were bankrupt. To have pursued them in the taking of depositions for the accounting and the damages that might have been obtained because of their fraud would have been a pure waste of money; and I may say here that within a year all of those men were in jail or under indictment in various parts of the country.

The time was coming then for another season's operation of the property. The receiver was reappointed and in the next year he again made a profit which justified the action which had been taken.

I wish to speak about the first fee paid to Mr. Rankin. If I do not touch adequately upon the subject, call my attention to it, because I desire to have the Court understand every item of this case.

First was a fee upon which an advance of $2,500 was made. The gentlemen on the other side say it is going to be claimed here—it is not claimed; it is the law; the law of that jurisdiction—that the attorney for the moving party in a case of this kind is entitled to a fee for bringing the assets into the estate; for conserving the assets and making them the subject of the litigation. Among other things, besides this beautiful building and the works of art in it, there was over $200,000 in cash brought in to be conserved; so Mr. Rankin applied for $15,000 as a fee. There was some objection to it. The judge allowed him an advance of $2,500, and referred the whole matter to Judge Akerman, on account of the fact that Mr. Rankin was the judge's former partner, and there was objection by the other side to the amount of the fee Mr. Rankin was claiming. There can be no question, under the evidence here, that that was only a conservation fee, because the application for it set that forth specifically, and the order signed by Judge Akerman also set it forth; that is, that it was for conservation alone.

As the matter proceeded Mr. Rankin was approached by the attorneys on the other side—this whole scandal of the Moore case and the American Bond & Mortgage Co. having broke—to get together and compromise the case. They did get together. The evidence will show that what Mr. Rankin did for his clients cannot be minimized.

It is claimed here that nothing was done in that case. We simply say that we will bring here a trunkful of motions and various papers that were filed in that case, and I shall be very glad to give the gentlemen on the other side an index to it, so that it will not encumber the record of the Court, and so that anything any Member of the Court wishes or the other side wishes may be handed to them from the record itself.

The next thing Judge Ritter heard of this case, they told him there was going to be an order of foreclosure that had been agreed upon among all of the parties. So that order was afterward brought in. Judge Ritter heard nothing of that order until it was actually presented to him. The lawyers had gone to one side and agreed upon the whole matter. Mr. McPherson, one of the leading members of the firm of Shutts & Bowen, took up the matter with the bondholders' representatives in Chicago. The question of fees arose, and the evidence will be that Mr. McPherson urged that the fee of their firm alone in this case should be between $50,000 and $60,000. He sent back a telegram to his office to get further information about it and received in return a telegram, which will be introduced here, giving the amounts of fees and the cases in which they had been paid in Florida for them to justify the fee which they demanded of between fifty and sixty thousand dollars.

When the matter came before the court the question of fees arose, and the court was told that there was an agreement on the fee. The question was as to whom the fee should be ordered, and the court naturally said it should be ordered to the moving party who brought the suit and induced the foreclosure; and it was so done.

Of course, Rankin did not get the $75,000. As explained here, he paid $25,000 to Shutts & Bowen, $10,000 to Mr. Metcalf, and $4,500 or $5,000 to Mr. Richardson for the work he did. Mr. Richardson had gathered together evidence of fraud, everything that had been done, and he give them the information which probably no one else could have given them at that time.

The first payment upon the total fee of $75,000, as I understand the testimony, was $30,000.

I am not going to say to this Court that there were not circumstances about this matter which made it look suspicious, but I am going to say that there is nothing in the case except suspicion, and conjecture, and the acting upon what we might say were half-known facts, the fact that he did get some money, that they did not know he had an agreement, the fact that the man had been his partner, and the fact that he paid him in cash. There were reasons for everything that was done, I honestly believe the evidence will show.

In the first place, as I have said, this man, Mr. Rankin, had been unsuccessful, owed a great deal of money, was trying to get it, had all that business on his hands, and included in the convincing evidence we propose to present to show that this was not clandestine will be evidence as to the knowledge of the young man in the office, Mr. Salisbury.

Mr. Rankin did not pay the young man his 15 percent promptly, and Mr. Salisbury went to his friend, Judge Ritter, to complain about it. Judge Ritter said that Mr. Rankin was honest, that he was very slow, that he knew he was in financial difficulties, and he had not paid him anything on the obligation which he made when he sold out his business to him. In other words, Judge Ritter did not press that, and it seems to have occasioned great suspicion in the minds of those who afterward came to push the proceedings in the House.

However, when Mr. Rankin came in that evening, he brought the judge $2,500 in currency. I believe he tried to testify honestly, and according to that testimony there were two things operating on his mind. The City National Bank had failed the day before, and there was a run on the bank. He was really anxious to get the money out, he says, not to be carrying a large balance. He paid $12,500 of that money immediately, gave a check for it, to Shutts & Bowen, so that he would not have the responsibility of holding that check. He gave them more than their one-third share at that time. He drew this check himself.

It was Christmas time. He says he took $500 to go back to Alabama. Mr. Rankin paid off life-insurance, mortgages, and for automobiles, and other things. If it is necessary, we will put evidence of all that in and let you see everything he did with the money. Rankin took $2,500 and gave it to Judge Ritter. The judge asked him, "Why did you give it to me in currency; why did you give it to me in cash?" He said, "On

account of the fact that we were formerly partners, I thought it might cause gossip or question as to why I was paying you that money." That is the reason he had in his mind, according to his testimony.

The judge took that money and put it in a small deposit box in a steel, locked cabinet in his own office. He put only $2,000 of it in the bank, because, as I will explain to you, everyone there was retaining a certain amount of cash, and he put it in with the amount which his wife kept, fearing that the bank situation might grow worse as they went along.

Going back just a little, I ought to say that when the fee came to be fixed in the Whitehall case it was called to the attention of the judge. The judge asked whether or not the bondholders had participated in the settlement and the agreement for the fee. Mr. Bowen said that that was a fact, but that in order to make very sure about it for the judge, he would go and call them up. He called up the attorneys for the bondholders in Chicago, and they came back, O. K.'d it, and therefore it was paid. That payment of $2,500 still left a balance of $2,500. When this man got the other payment he paid $2,000, which left $500. Again, while the judge was away one time he sent him $200, and later on he sent him $300. When he sent him the $300 the judge gave him a receipt in full for the balance due on the sale of the business. That is the story of that entire transaction, and I think it will not be departed from any in the evidence in this case.

In addition to that, in order to show that there was nothing clandestine about this, the others who knew about this contract by conversing with either one of these gentlemen will be brought before this Honorable Court to tell their own stories.

As I have said, I think this case has no parallel in impeachment proceedings. It dates back all the way to 1929. It is difficult in human memory to go that far and be accurate, but I believe we will have enough documentary evidence of an uncontradictable character to point the way to the truth in the case. So much for that.

Now, a word about the Mulford case, which arose just as Judge Ritter was going on the bench. Mr. Mulford was a New York gentleman who had an interest down in Florida in what was called the Brazilian Court Hotel. He had an indebtedness against it secured by a mortgage of $150,000. Earlier in time, perhaps about the end of the first year after the partnership was formed, Mr. Mulford brought that mortgage into the office for foreclosure. The case was attended to from beginning to end by Judge Ritter. There was an agreed fee in the case of $4,000. However, after the case started a cross bill was filed by a man named d'Esterre, in which he set up a claim to the ownership of a first mortgage for $70,000, which was held in escrow, and which predated the agreement of Mr. Mulford.

Instead of this being a plain foreclosure, it turned into a battle for the ownership of that property through the mortgage, and had it not been that they were successful in interposing evidence showing an estoppel, d'Esterre would have gotten the property and Mulford would have lost.

When Judge Ritter went on the bench there was money owing to the firm in that case. Mulford had paid $3,500 of the $4,000 fee. There was quite a number of items, and as those came in if there was anything to be paid out the firm paid it out. Inasmuch as the judge had handled that matter during the entire time it was in the office, and Mr. Rankin knew nothing about it, the judge suggested to him as a part of this contract that this was one of the cases in which he reserved a fee, one of the few cases in which he could take the balance that was due by Mr. Mulford, which was $500 on the fee and $1,400 in expenses, paid out as his own. Accordingly, that was done.

Judge Ritter wrote the letter to Mr. Mulford which has been referred to, telling about this circumstance, stating that it had turned into a different sort of a suit—although they knew that anyway—saying that he thought it was no more than fair that he should get another fee of $2,000. That was referred to Mr. Brodek, the lawyer in New York, who will be here to tell of that circumstance.

Following that Judge Ritter never went into court in that case; he never took any action of any kind, with the exception, perhaps, of having a meeting or an interview a time or two with Mr. Mulford's representatives or Mr. Rankin.

It would take a very grave stretch of the imagination, if not of the conscience, to say that he was practicing law when he did what I have narrated.

Next we have the Francis matter in these charges. Mr. Francis was a friend of Judge Ritter. They were as close as two men could be outside of a family. The wife of Mr. Francis had been Judge Ritter's schoolmate in the grade school in Indianapolis. The wives were very, very close friends.

Mr. Francis for a long time had been insisting on Mr. Ritter getting a lot which was close by Miami on an island there, Reovo Alto. This was after he went upon the bench. Prior to that time he had never rendered a bill to Mr. Francis for anything he did for him, for the advice he gave him in the office, the street, or at home, or any place where the advice might have been given. He never collected a fee from Mr. Francis for that.

After Judge Ritter was elevated to the bench there was a lot which they viewed on this island close to Mr. Francis' place, where he desired to go and live, and he gave Judge Ritter a check for $7,500 and told him to go and buy that lot. Judge Ritter took the money for that express purpose and purchased the lot. The deed will be here, or proof of it.

Mr. Francis lived in Flint, Mich., had a home down in Florida, but was very seldom there until shortly before his death. Judge Ritter concluded not to build on the property, not to take the property for that purpose, and therefore he did nothing further. In 1931 Mr. Francis died. After his death Mr. Ritter talked to Mrs. Francis about this circumstance and told her the facts about it, and she agreed with him and insisted upon it, that it was a gift from her husband. She was perfectly willing to have Judge Ritter keep the lot, and he could, if he wished, call it square for everything that he ever did for Mr. Francis.

Judge Ritter had never sent Mr. Francis a bill in his life. He thought it was all right not to do so, as Mr. Francis kept going down there. In 1933 the present proceeding started. Judge Ritter may have made a mistake in the case I have just discussed, because, of course, he had no reason to report that. It was a gift undoubtedly, and at that time the law was that gifts were not taxable.

I give you the date in connection with it, because I do not want to go into details about it. When this investigation started in 1933 a Government official came down and inquired about this matter. Judge Ritter had deposited the $7,500, so that the whole transaction was apparent there on its face. He had bought the property, and out of an abundance of caution, due to the interview he had had with Mrs. Francis, he had the lot appraised. That was what he would have to pay income tax upon as of the time he got it. The lot appraised $4,000, and he filed an amended report and sent it in. If that was a mistake on his part, he did it. And certainly I do not think it should rise to the importance of blasting his whole life.

These last two charges have been made in the presence of the Court, and I am not going into them except to say this: No matter what mistakes were made about those income taxes, I think the proof will be uncontradicted and incontestable that he paid the Government tax on every dollar of taxable income he had. I do not know whether this income-tax case is to be tried in the highest court known to our Constitution and laws or not. I think we could have made a motion against that, but we did not care to do so. We want you gentlemen to hear it, and if we have to try it as we do an income-tax case I think we will be able to show you that there is no court in the United States which would convict Judge Ritter of attempting to evade the taxes on the evidence which will appear before you.

There is one other thing I wish to mention. It is said that Judge Ritter went to the hotel and lived there without paying anything to the hotel, and that it was a waste of the assets of the hotel. During the 2 years or more that that case was in his court under a receivership he went into that

hotel twice; once on Washington's Birthday and once on another occasion. The total assets which were wasted, which is the assertion made here, amounts to $44 and some cents.

The evidence in this case will be both by Mr. Sweeny and by the gentleman who invited him, Mr. Richardson, that it was the common practice and the rule in all these first-class hotels to allow the manager to have a complimentary list. The people whose names were on the list could be invited by the manager. It will be shown that such action does not result in a loss, as will be established by the evidence of the hotel men.

Judge Ritter knew nothing about any of his relatives going there. It was never called to his attention if they did go. The case of the secretary stands alone. It is a small matter, but the judge naturally feared, and I did, that it would be looked upon as a petty, mean sort of a thing, so we are going to the trouble to give you the proof. The judge did not know that the lady in question and her husband went into the hotel at all, but I am informed—I have not seen them—that when they come here they will bring with them their letter of invitation.

Gentlemen of the Court, I have taken up more time than I intended to take. I say to you candidly and sincerely from the bottom of my heart that if this man is a dishonest man, he ought not to hold the office he now holds. If he is the honest man we think he is, if the evidence comes in as I shall try with the strength that God has given me to produce it here, then I say a verdict of guilty is by comparison worse than death. I ask the earnest consideration of this Court, and I feel it is going to be given in listening to the evidence. I feel that every word of this evidence which comes in here will be heard by the members of this Court as far as it is possible for them to be present; and if they do not hear it all, they will read the record.

LIST OF WITNESSES

The PRESIDENT pro tempore. The Chair lays before the Senate a communication from the Sergeant at Arms with reference to the witnesses, which will be printed in the RECORD.

The communication from the Sergeant at Arms and the list of witnesses are as follows:

SENATE OF THE UNITED STATES,
OFFICE OF THE SERGEANT AT ARMS,
Washington, D. C., April 6, 1936.

Hon. JOHN N. GARNER,
Vice President and President of the Senate,
Washington, D. C.

MY DEAR MR. VICE PRESIDENT: There are attached hereto a list of witnesses for the Government submitted to me by the managers on the part of the House of Representatives and a list of witnesses for the respondent submitted to me by his counsel, all of said witnesses to be subpenaed for the trial of Halsted L. Ritter, United States district judge for the southern district of Florida.

There are also attached hereto original subpenas served on the witnesses desired by both parties, said subpenas being duly served as shown by my report on the back thereof, and return made according to law.

Respectfully,

CHESLEY W. JURNEY,
Sergeant at Arms.

Impeachment of Halsted L. Ritter, Monday, April 6, 1936, in the Senate of the United States

WITNESSES

A

(H. M.) Judge Alexander Akerman, United States district judge, Tampa.
(R.) H. P. Adair, attorney, Jacksonville.
(H. M.) Homer T. Amis, attorney, West Palm Beach.

B

(H. M.) (R.) Judge Paul D. Barns, State circuit judge, Miami.
(H. M.) Charles A. Brodek, 72 Wall Street, New York City.
(H. M.) Mrs. Blanche Brooks, Jacksonville.
(H. M.) R. G. Burgner, Central Farmers Trust Co., West Palm Beach.
(R.) George O. Butler, clerk, circuit court (State), West Palm Beach.

C

(H. M.) Charles C. Callaway, West Palm Beach.
(R.) James E. Calkins, attorney, Miami.
(H. M.) Judge C. E. Chillingworth, circuit court (State), West Palm Beach.
(R.) George W. Coleman, attorney, West Palm Beach.
(R.) L. Earl Curry, referee in bankruptcy, Miami.

D

(H. M.) Judge Fred Davis, Chief Justice, Florida Supreme Court, Tallahassee.
(R.) Hugh Dillman, West Palm Beach.
(R.) E. B. Donnell, attorney, West Palm Beach.

E

(H. M.) Harry H. Eyles, attorney, Miami.

F

(R.) H. C. Fisher, attorney, West Palm Beach.
(R.) Francis P. Fleming, attorney, Jacksonville.
(H. M.) Albert C. Fordham, West Palm Beach.
(H. M.) Judge William L. Freeland, former State circuit judge, Miami.

G

(H. M.) Jerome D. Gedney, attorney, West Palm Beach.
(H. M.) Clarence P. Grill, West Palm Beach.

H

(R.) M. Lewis Hall, attorney, Miami.
(H. M.) Bert E. Holland, Boston.
(R.) Lloyd C. Hooks, assistant United States attorney, Miami.
(R.) Mrs. Lloyd C. Hooks, care of United States attorney, Miami.

J

(R.) Harry A. Johnston, attorney, West Palm Beach.

K

(R.) Dayton Kieth, attorney, Chicago.

L

(R.) Herbert M. Lautmann, attorney, Chicago.
(R.) Mrs. Lillian Lovegrove, room 200, Post Office Building, Miami.

M

(H. M.) Ernest Metcalf, West Palm Beach.
(H. M.) Joseph M. McPherson, attorney, Miami.
(H. M.) Cecil Montague, auditor, First National Bank, Miami.
(R.) Edward P. Morse, attorney, Chicago.
(H. M.) Vincent S. Mulford, care of McClure, Jones & Co., New York City.

O

(H. M.) Edwin T. Osteen, West Palm Beach.
(R.) D. E. Overholser, West Palm Beach.

R

(H. M.) A. L. Rankin, attorney, West Palm Beach.
(R.) Walter S. Richardson, attorney, Reconstruction Finance Corporation, Washington, D. C.
(R.) S. P. Robineau, attorney, Miami.
(H. M.) Palmer Rosemond, deputy clerk, in charge United States district court, Miami.

S

(R.) J. W. Salisbury, attorney, West Palm Beach.
(H. M.) Marshall F. Sanders, attorney, Miami.
(R.) John P. Stokes, attorney, Miami.
(R.) John B. Sutton, attorney, Tampa.
(H. M.) (R.) Martin C. Sweeny, New York City.

T

(R.) S. J. Tucker, Palm Beach.
(R.) A. G. Turner, attorney, Tampa.

W

(R.) Charles H. Warwick, Jr., attorney, West Palm Beach.
(H. M.) C. R. West, Internal Revenue agent, Jacksonville.
(H. M.) E. F. Withers, Miami.
(H. M.) J. K. Williamson, attorney, West Palm Beach.
(H. M.) Mark A. Wilson, receiver, Union Industrial Trust & Savings Bank, Flint, Mich.
(R.) Bert E. Winters, attorney, West Palm Beach.

The PRESIDENT pro tempore. Are the managers on the part of the House ready to present their evidence?

Mr. Manager SUMNERS. Yes; if the President please. May we have a couple of minutes of opportunity to talk to our witnesses?

The PRESIDENT pro tempore. How long do the managers desire?

Mr. Manager SUMNERS. I think we might proceed to call the witnesses and swear them. The Sergeant at Arms has the list of the witnesses. We will ask him to call Mr. A. L. Rankin.

(Mr. A. L. Rankin entered the Chamber.)

Mr. Manager SUMNERS. Mr. President, Mr. Manager HOBBS will examine the witness.

DIRECT EXAMINATION OF A. L. RANKIN

A. L. Rankin, having been duly sworn, was examined, and testified, as follows:

By Mr. Manager HOBBS:

Q. Your name, please, sir.

The PRESIDENT pro tempore. The witness states that he is a little hard of hearing, and the manager on the part of the House conducting the examination will please accommodate himself to that condition as much as possible.

By Mr. Manager HOBBS:

Q. What is your name, please?—A. A. L. Rankin.

Q. Mr. Rankin, were you ever judge of any circuit court in the State of Alabama or elsewhere?—A. No; I was never judge of any circuit court. I was judge of the city court of Andalusia, Ala., which had circuit court jurisdiction in civil matters up to $5,000, as I recall, and jurisdiction of all misdemeanors.

Q. It was called, in the act creating it, an inferior court, was it not?—A. Well, I believe it was.

Q. That is the only court that you have ever been judge of in the State of Alabama or elsewhere?—A. Yes.

Q. You have never been judge of any circuit court anywhere?—A. No, sir.

Q. What was the first approach that you made or that was made to you with regard to the Whitehall case?—A. The first approach that I recall was by Walter S. Richardson, who had been trustee in bankruptcy of that property.

Q. When and where?—A. It was in West Palm Beach, Fla., in my office, to the best of my recollection, some time about the 1st of September 1929.

Q. At that time Judge Ritter, who had formerly been your law partner, had ascended the bench of the Federal court, the United States District Court for the Southern District of Florida, had he not?—A. He had.

Q. And you were practicing with a then partner who had been suggested to you by Judge Ritter? Is that true?—A. That is correct.

Q. And to your office one day in the fall of 1929 came Walter S. Richardson?—A. That is correct.

Q. Judge, was he or was he not a lawyer?—A. Yes; he was a lawyer.

Q. What was the conversation that he had with you with respect to employing you to bring the foreclosure suit in the Whitehall case?—A. Well, as I recall, Mr. Richardson came into my office and stated to me that he and Mr. Ernest Metcalf had been looking up the law with reference to the respective rights of first-mortgage bondholders of the Whitehall Hotel. I believe the name of the corporation at that time was the Whitehall Building & Operating Co. That is my recollection. He stated to me that Mr. H. E. Bemis would like to have my opinion with reference to the right of the bondholders to foreclose the trust deed or mortgage. He stated at the time that Mr. Bemis was very much worried with reference to the status of that property. He stated that Mr. Bemis had been a large stockholder, or was a large stockholder, in the Whitehall Building & Operating Co.; he had been the executive head or manager, and by reason of that fact when the Whitehall bonds were issued a great many of Mr. Bemis' friends invested in those bonds, and that it looked like unless someone would take active action, or quick action, in order to protect the first-mortgage bondholders, that the property would be dissipated; and that Mr. Bemis' chief aim was to subject this property to payment of the first-mortgage bonds. He asked me to give him an opinion with reference to the respective rights of the bondholders; and my recollection is that he left with me a copy of the trust deed at the time.

Q. So his solicitude was entirely for the protection of the first-mortgage bondholders?—A. That is what he said.

Q. At that time he was trustee in bankruptcy, was he not, in that hotel case?—A. Well, he had been. The best of my recollection is that he stated to me that he had wound up all of his labors as trustee in bankruptcy and made a final settlement, but there was one or two contested claims that would have to be settled; and enough money had been set aside when he made his final settlement to take care of that.

Q. He was still acting as trustee in that sense to that limited degree, was he not? Did he not tell that to you?—A. I cannot answer that.

Q. You do not know when his trusteeship terminated officially?—A. I do not.

Q. Judge, I will ask you if under the provisions of the deed of trust or mortgage securing the issue of first-mortgage bonds on the Whitehall Hotel property—and when we refer to the Whitehall property or the Whitehall Hotel property we are meaning the property which was then owned by the Whitehall Building & Operating Co., or whatever its name was—the deed of trust or mortgage securing the first-mortgage bonds on that property contained a provision limiting the right of the bondholders to foreclose with respect to the amount in ownership of the bondholders, did it not?—A. Yes; the trust deed did have a limitation.

Q. What was that limitation?—A. Well, as I recall, it provided that the holders of $50,000 worth of bonds could bring a foreclosure.

Q. In other words, Judge, the trustee of that bond issue could foreclose at any time that a default was made—is that true?—but that if the bondholders cared to foreclose there must be at least $50,000 worth of first-mortgage bonds represented in the petition. Was that your understanding of the purport of that deed of trust?

Mr. WALSH (of counsel). Mr. President, I think that——

The PRESIDENT pro tempore. Does the manager on the part of the House yield to counsel for the respondent for an interruption?

Mr. WALSH (of counsel). Mr. President, I do not desire to interrupt; I wish to interpose an objection. I think that the mortgage itself on that point would be the best evidence. It is rather an involved matter, but the statement with respect to the particular matter is not so very long, and then the manager could examine from that, if I may make that suggestion.

Mr. Manager HOBBS. I appreciate the suggestion and will take the ruling of the Chair.

The PRESIDENT pro tempore. The objection is overruled.

The WITNESS. Will you please repeat the question?

By Mr. Manager HOBBS:

Q. I was simply asking you for your understanding of the provisions of this deed of trust or mortgage securing the issue of first-mortgage bonds. What was your understanding of the provisions with relation to the opinion that was called for by Mr. Richardson from you?—A. My understanding and the way I construed the trust deed was that, in the event there was a default in the payment of the bonds, and the trustee failed or refused to bring foreclosure proceedings, then a bondholder or bondholders holding $50,000 or more of first-mortgage bonds or bonds under the trust deed could foreclose.

Q. And that that was the minimum limit?—A. That was the minimum limit, as the trust deed provided.

Q. In other words, as you understood and advised your then client, fewer bonds in amount than $50,000 could not so act.—A. No; I did not advise him that.

Q. That is a fact, is it not?—A. No.

Q. It is not a fact?—A. No; it is not.

Q. In the absence of fraud, is not that a fact?—A. In the absence of fraud or collusion it might be.

Q. Yes. But, in the absence of fraud or collusion, it does require a minimum of $50,000, does it not?—A. That is right.

Q. As a matter of fact, you said that you did not know whether Walter Richardson was then trustee in bankruptcy even when you filed the bill. You joined him as party respondent, as trustee, did you not?—A. I do not recall that.

Q. You do not recall that?—A. No, sir.

Q. Judge Rankin, you went to New York a short while after Walter Richardson approached you, did you not?—A. I did.

Q. You went in the company of Mr. S. J. Tucker?—A. I did.

Q. Mr. S. J. Tucker was receiver, or trustee, in bankruptcy of the Highland Glades drainage district?—A. He was the receiver—equity receiver—of the Highland Glades drainage district.

Q. He was receiver in equity of an estate being administered before the District Court of the United States for the Southern District of Florida, pending in the Miami division?—A. That is right.

Q. Mr. Rankin, who else accompanied you to New York upon that trip?—A. Mr. Tucker and Mr. Walter Richardson.

Q. Judge Ritter was holding court in Brooklyn at that time, was he not?—A. He was.

Q. The purpose of the trip that took you from West Palm Beach to New York was to see Judge Ritter, was it not?—A. It was to present a petition to Judge Ritter in the Highland Glades drainage district matter with reference to the settlement of State and county taxes.

Q. Was that all?—A. That was all, as I recall, that was provided for in the petition, that is, as we were applying for it.

Q. That so-called tax settlement that you say you went there to talk to him about, the petition, related to giving away $11,000, approximately, of taxes lawfully levied against over 12,000 acres of land belonging to four individual owners, did it not?—A. No; it did not.

Q. What did it refer to?—A. Well, I would have to go into the history of the Highland Glades drainage district litigation, and I would have to think some about it.

Q. I wish you would think and tell us.—A. To the best of my recollection, there was a deal on for the Southern Sugar Co. to purchase a tract of land of the Highland Glades drainage district. They had made to the receiver—they had made to the owner of the land some kind of a proposition of purchase. The owner of the land in turn came to Mr. Tucker for some kind of an adjustment, to see if he could get some kind of an adjustment of the taxes. There were some $75,000 or $100,000, to the best of my recollection, of back taxes, State and county taxes, due on the lands that were embraced in the High Glades drainage district. Those taxes were still due. Just what the proposition was that they were making I do not recall. That was in 1929. I would have to go over that record in order to refresh my memory.

Q. For the purpose of refreshing your recollection, I will ask you whether or not there were four individual owners of land, aggregating over 12,000 acres, against which accrued taxes of $27,812.14 had been levied for the years 1922, 1923, 1925, 1926, 1927, and 1928, and if you did not petition, in behalf of the receiver, that those taxes be reduced to and settled for $16,000?—A. I do not recall that.

Q. Judge Rankin, you say you made that trip up there to get that order signed. At the time you went there were two other district judges for the southern district of Florida in the southern district of Florida. Is not that the fact?—A. That I do not know.

Q. You do not know whether Judge Lake Jones was in Jacksonville when you passed through?—A. No; I do not.

Q. You do not know that Judge Alexander Akerman was in Tampa at the time you left?—A. No; I do not.

Q. But they are or were at that time district judges of the United States for the southern district of Florida with concurrent jurisdiction, excepting for divisional limitation, with Judge Ritter, were they not?—A. Yes. They were two judges sitting, but whether they were there or not I did not attempt to find out.

Q. Did you seek to present this application or this petition for settlement of these taxes to either one of the two judges of concurrent jurisdiction?—A. No; I did not.

Q. You went to New York?—A. Yes, sir.

Q. You also had another matter in mind to discuss with Judge Ritter, had you not?—A. No; I had no other matter in mind.

Q. You discussed no other matter with him?—A. No other matter with him? Oh, I probably did discuss other matters with him, but my trip there was principally for the Highland Glades drainage district matter.

Q. What was the nonprincipal purpose?—A. That was the principal purpose, and the nonprincipal purpose? I had no other purpose in going to New York.

Q. Did you or did you not have a subsidiary purpose?—A. I did not.

Q. Did you have any more important purpose?—A. I did not.

Q. Then your statement under oath at this time is that you had no other purpose whatsoever on your trip to New York except the granting of this ex-parte petition?—A. That is true.

Q. Judge Rankin, when you came back home a firm of lawyers representing some of the interested parties in the Highland Glades drainage district case filed a motion before Judge Ritter to vacate his order granting that petition, did they not?—A. That is true.

Q. And Judge Ritter wrote two decrees on two different days denying that petition to vacate, did he not?—A. I do not recall.

Q. But you do recall that he did deny it?—A. I think that is true.

Q. A short while thereafter he granted an order permitting the movants, who had sought to vacate the order he had signed in Brooklyn, to appeal from that decision, did you not?—A. Will you repeat the question?

Q. Judge Ritter shortly thereafter made an order permitting those movants to appeal, did he not?—A. To the best of my recollection, he did.

Mr. WALSH (of counsel). Mr. President, I think I ought to object to that question. There is no charge that Judge Ritter did anything that was improper there or entered any judgment that was not proper. The only question on this issue is whether they were there or not. If we go into every one of these things I imagine we will consume a great deal of time.

The PRESIDENT pro tempore. Will counsel repeat the question?

Mr. Manager HOBBS. I asked the witness if it were not a fact that Judge Ritter granted an order permitting the aggrieved movants to appeal from his decision denying their motion to vacate the order made in New York.

The PRESIDENT pro tempore. The Presiding Officer thinks the facts are material. The objection is overruled.

By Mr. Manager HOBBS:

Q. Is that a fact?—A. I have already answered.

Q. Shortly after the assignments of error were filed and this permission had been granted by Judge Ritter to appeal was granted, within, say, a month or 6 weeks, Judge Ritter then wrote an order vacating the New York order made in the Highland Glades case, did he not?—A. I do not recall.

Q. You do not know whether or not he did?—A. No; I do not.

Q. You were attorney, by appointment of Judge Ritter, for Mr. Tucker, the receiver, were you not?—A. I was the attorney for Mr. Tucker.

Q. And you knew nothing of Judge Ritter's order vacating the order he signed for you in New York?—A. Certainly I must have. I did know it.

Q. But you do not now recall it?—A. I do not now recall it.

Q. Mr. Rankin, did you see Judge Ritter when you were in New York?—A. Yes; I saw him.

Q. How often?—A. I saw him on two occasions.

Q. What two occasions and where?—A. I saw him when Mr. Tucker and I presented the petition to him. I saw him over in Brooklyn.

Q. Where else did you see him?—A. Then in the evening Mr. Tucker and I and the judge and Mrs. Ritter had dinner together.

Q. Those were the only two times you saw the Judge?—A. The only two times I saw him.

Q. So you got that order signed within a few minutes the first morning you were there in chambers in the court room—that is, in connection with the court room in Brooklyn where he was then presiding? Is that right?—A. That is correct.

Q. The only other time you saw him was that night in a social way when you took dinner with him and the others?—A. That is the only other time I saw him.

Q. You did not discuss with him, I believe you stated, anything in relation to the Whitehall case?—A. None whatsoever, because I had not been employed in it.

Q. Did you discuss with Mr. Walter S. Richardson, the man who had employed you and went with you to New York? Did you discuss it on the way to New York?—A. No doubt we did. The best of my recollection is we did discuss it.

Q. He discussed it with you all the way up there?—A. And I discussed it with him some after we arrived in New York.

Q. And then on the way back?—A. Well, I do not recall whether Richardson came back with me or not.

Q. Did you tell him the purpose of your trip to New York?—A. Tell whom?

Q. Mr. Walter S. Richardson, your client, the man who had hired you.—A. Well, I had not been hired.

Q. You had not?—A. No.

Q. Oh, I see. You had just been employed to render an opinion. You had not then been employed in the Whitehall foreclosure case?—A. I had not been employed.

Q. I see; but you did discuss with Mr. Walter S. Richardson on the way up there and after you got to New York the Whitehall case?—A. Yes; I did.

Q. What was Mr. Walter Richardson's business, if he told you, in New York at that time?—A. Well, the best of my recollection is that he told me that he was going to New York for the purpose of seeing Mr. Bemis and Mr. Sweeny with reference to a foreclosure proceeding on Whitehall.

Q. Judge, under the Florida practice, the only way in which mortgage foreclosures are effected, in the usual routine way, is by a petition in chancery or bill in equity?—A. A bill in equity; yes.

Q. There is no procedure in Florida for foreclosure under a power of sale contained in the instrument itself?—A. No procedure in Florida.

Q. Judge Rankin, when you were testifying before the subcommittee of the Judiciary Committee of the House down in Florida, when this matter was under investigation, you testified that you saw Judge Ritter only once while you were in New York; did you not?—A. I believe that is correct; but I did not recall the dinner that we had with him at the time.

Q. Mr. Rankin, after your trip to New York, in which the sole and only purpose, you say, was to present and have signed this ex parte order relating to the reduction of taxes in this Highland Glades case—after that, when did you return to West Palm Beach, or to Florida?—A. I do not recall that I stated that that was the sole and only business of my trip up there.

Q. I beg your pardon, sir; I so understood you. I shall be very happy to have you correct me if I am in error. What was the other purpose?—A. Well, I was handling some business for Howard Cole & Co. in New York at the time, and I had to see them, and I had to stay there 2 or 3 days in order to get to see him. He was out at the time, although I had written previously and told him that I would be there; but he was called to Chicago, and I had to stay there 2 or 3 or 4 days; I do not recall now.

Q. Who paid the expenses of your trip to New York and your expenses while there and returning?—A. The Highland Glades Drainage District paid part of it, and I paid part.

Q. How much did you pay?—A. My recollection is that I paid $100 and they paid $100.

Q. The total expense of your trip from West Palm Beach, Fla., to New York City, where you remained for several days, was only $200?—A. That is the best of my recollection.

Q. Who paid Mr. Tucker's expenses?—A. I do not know.

Q. Mr. Rankin, when did you first hear of Bert E. Holland?—A. Who?

Q. Bert E. Holland, the client who afterward employed you to file the foreclosure suit in the Whitehall Hotel matter.—A. I believe—to the best of my recollection; I will put it that way—Mr. Richardson told me either before we went to New York or on the way up there that he had had some correspondence with a man by the name of Bert E. Holland, or that he had the information that Bert E. Holland, he and his associates, or he, controlled some $50,000 in Whitehall bonds.

Q. Mr. Richardson also told you on that trip, did he not, that he had written to Martin Sweeny to get in touch with Mr. Bert E. Holland and seek to get him to employ counsel to file the bill for foreclosure on the Whitehall first-mortgage bond issue?—A. Well, he may have told me that.

Q. And he told you that he was going up there at that time to see Martin Sweeny and Mr. Bemis about that very matter, did he not?—A. That is right; he told me that.

Q. Looking to the filing of a foreclosure bill under the first-mortgage deed of trust on the Whitehall Hotel property?—A. Yes.

Q. Mr. Rankin, on February 10, 1930, or at any time about that time, did you or not give Mr. S. J. Tucker a check for $200 which you marked on the face "Account trip to New York"?—A. Well, I may have.

Q. Do you have any recollection of so doing?—A. No; I do not. I have a recollection of giving him a check on account of the trip to New York; but just what it was, the amount of it, I do not recall.

Q. You do recall giving him a check with reference to his expenses to New York on this particular trip?—A. I believe I recall that.

Q. Sir?—A. I believe I recall giving him a check. The amount of it——

Q. You do not recall the amount?—A. No, sir.

Q. Will you look that up, please? I do not mean at this time, but we have subpenaed you to produce that.—A. Yes; I will look it up.

Q. Now, Judge, you never heard anything from anybody else while you were in New York with reference to the Whitehall foreclosure case that was then being fomented until you went back to Florida with Walter Richardson? Is that right? He is the only man who talked to you about it going up, in New York, or going back?—A. To the best of my recollection, he is.

Q. All right, sir. When you got back home, what was the next step in your employment? Whom did you see next who said anything about hiring you?—A. Well, the next, as I recall, either Mr. Sweeny or Mr. Holland called me from New York on the long-distance phone.

Q. Sweeny or Holland?—A. Yes, sir; one or the other; and during the conversation, whether it was Sweeny or Mr. Holland that called me, I do not recall—but during the conversation the best of my recollection is that I talked to Mr. Holland, or he talked to me, about the foreclosure of the trust deed. He stated to me that he had some bonds.

Q. Did he say anything to you about wanting you to represent him in the foreclosure?—A. Yes; he said that I had been recommended to him, or that Ernest Metcalf and I had been recommended to him, by Mr. Sweeny or Mr. Richardson; I do not recall which.

Q. You say that either you, or Mr. Ernest Metcalf and you, he told you, had been recommended to him to file this bill for him?—A. That is right.

Q. Did he authorize you to go ahead and to foreclose this first mortgage, or to file a petition for foreclosure in his name?—A. He instructed me to file a bill to foreclose the mortgage.

Q. And he told you whom he represented, did he not—he gave you the name?—A. He said he was trustee, with some others, for $50,000 worth of bonds.

Q. And he told you the names, did he not?—A. Not at that time; but he gave me—I told him I wanted the information. I think I wired him or wrote him; my recollection is that I wired him for the information.

Q. All right, sir.—A. And he gave it.

Q. Walter S. Richardson was a lawyer, was he not?—A. Yes; he was a lawyer.

Q. Practicing law in Florida at that time?—A. Yes; he was practicing law.

Q. Ernest Metcalf was a lawyer practicing law in Florida at that time, was he not?—A. Yes.

Q. And Holland or Sweeny—neither of whom you had ever seen or heard of until Walter Richardson told you—either Holland or Sweeny, over the phone from New York, told you that you had been recommended to them, and that they wished you to join, with whom?—A. Metcalf.

Q. With Metcalf, in the filing of this bill?—A. Yes.

Q. You did so, did you not?—A. Yes.

Q. Who prepared that bill?—A. I prepared it.

Q. You did?—A. I did.

Q. You yourself prepared that bill of complaint?—A. I prepared the bill; wrote every word of it.

Q. You wrote every word of it yourself?—A. Dictated it.

Q. And Mr. Metcalf did not?—A. No. Metcalf was sitting in, and so was Richardson.

Q. The three of you were sitting in on it, but you actually did the writing?—A. I actually dictated every word of it.

Q. You actually dictated every word of that original bill of complaint?—A. That is right.

Q. All right, Mr. Rankin. What was the next thing you did in that case?—A. What was the next thing?

Q. Yes, sir.—A. Well, I dictated the bill and had it written, typewritten, and it took me then about 4 or 5 days to prepare the bill, and I finished with it on the 10th of October, and we signed the bill and put it in the mails.

Q. What time did you put it in the mail?—A. Oh, as I recall it, it was some time about noon.

Q. Why did you wire Bert E. Holland on the 10th, then, that you had the bill prepared and would file it "tomorrow or the next day"?—A. Why did I wire him?

Q. Yes, sir.—A. Well, he was asking about it.

Q. I mean, if you mailed it by 12 o'clock on the 10th, why did you wire him at 2:30 or 3 p. m. that the bill was prepared and that you would file it "tomorrow or the next day"?—A. Why did I wire him that?

Q. Yes.—A. I do not know that I mailed the bill along about noon; I mailed it some time after noon, I do not know; along about noon or some time after noon; but the reason I mailed it at that time was because Richardson gave me the information that there was a lease—parties negotiating for a lease on the building for that season, and it was at his suggestion and Metcalf's, and all three of us agreed to it that we had better get that bill filed immediately.

Q. You just stated to this honorable Court that your best judgment was that it was mailed about noon on the 10th day of October.—A. Well, it was sometime about noon or a few hours after; I do not recall.

Q. All right, then. I want to know what you had in mind by wiring Bert E. Holland, your client, on that same afternoon, that you were not going to file the bill until "tomorrow or the next day"?—A. We changed our minds about it afterward.

Q. Then, after you wired him that, he wired you again the same day and told you not to file it, did he not?—A. He did; told me to hold it up.

Q. Told you not to file the bill?—A. Yes.

Q. He had wired you prior to that time not to file it, had he not?—A. Prior to that time?

Q. Yes, sir.—A. No; he had not.

Q. He had not?—A. He had not wired me not to file the bill before I put it in the mail.

Q. He had not?—A. No; he had not.

Q. So, just out of a clear sky, without any communication at all, you wired him and told him that the bill "is ready and I am going to file it tomorrow or the next day", and then you put it in the mail; or was it already in the mail?—A. I think we put it in the mail after the wire was sent.

Q. After the wire was sent?—A. Yes, sir.

Q. Yet you never wired Bert Holland that you changed your mind, did you?—A. You say I did not wire him?

Q. No, sir.—A. But I advised him.

Q. I know, but not until after the wire from him later in the day told you not to do it?—A. No; I did not advise him immediately.

Q. You did not do it that day?—A. No.

Q. You did not do it until the next day, after you had gotten another wire from him that afternoon telling you not to file it?—A. I do not recall just when I filed it.

Q. You do not remember this telegram of the 11th?—A. I say I do not recall. You are talking about matters which are 6 or 7 years old.

Q. Mr. Rankin, when you mailed that bill, you wrote the clerk to put it under lock and key and not to let anybody know anything about it being filed until Judge Ritter got back, did you not?—A. I did.

Q. And you got a letter back from him saying that he would keep it dark, or words to that effect?—A. I did.

Q. It was on the 10th and the 11th that you had that correspondence and that exchange of telegrams with Bert E. Holland, your client, was it not?—A. Yes.

Q. Along about the 16th, some 4 or 5 days later, he was still wiring you not to do anything about this case, was he not?—A. Yes; he was.

Q. And on the 17th, after receiving his telegram of the 16th, you wired him that—"as requested, will not make application for you for receiver Whitehall pending instructions?"—A. Yes; I sent him that wire.

Q. Mr. Rankin, as a matter of fact, you had gotten, through Walter Richardson's solicitation, clients to authorize you to swear in their names to interventions and had filed them on the day before you sent that wire, had you not?—A. I believe I had.

Q. And they lived out in the Middle West, and had never seen you, and came to you at the solicitation of Walter Richardson, did they not?—A. That is right.

Q. And you filed and swore yourself to those bills of intervention which were filed by you in court on the 16th and wired him on the 17th that you would not intervene?—A. Yes; that is true.

Q. You brought this suit in Bert Holland's name, did you not, Mr. Rankin?—A. Metcalf and I brought it.

Q. That is what I mean.—A. Yes.

Q. He was the only one who had been able to be found by Walter S. Richardson or by anyone else who had control of as many as $50,000 worth of first-mortgage bonds. Is that true?—A. He was the only one who had been suggested to me as having that amount of bonds.

Q. And you knew that Walter Richardson was after him, through Martin Sweeny and otherwise, did you not?—A. After the bonds?

Q. Yes.—A. Yes; I knew that.

Q. You knew that Walter Richardson was seeking to get clients who could put you in court?—A. I knew that.

Q. In other words, you knew he wanted to find a client who could be induced to lend you his name to file the bonds for foreclosure on behalf of all the first-mortgage bondholders. You knew that Walter Richardson was doing that, did you not?—A. Yes; I knew Walter Richardson was after the bonds.

Q. And for that purpose?—A. And what?

Q. And for that purpose?—A. And for that purpose; yes.

Q. Bert Holland was your client, was he not? He was the man who had the qualifying amount of bonds under his control to enable you to file the foreclosure?—A. He was the man who furnished me with the $50,000 worth of bonds.

Q. That was the qualifying amount under the deed of trust under which you operated?—A. Under the deed of trust; it was.

Q. He was your client. Is that right?—A. He was my client.

Q. What time did the mails run from West Palm Beach to Miami; or what time did they run at that time?—A. I do not recall.

Q. You lived there, did you not?—A. Yes; I live there.

Q. You do not know what time the mails ran between those two towns?—A. No; I did not.

Q. Mr. Rankin, why did you file that bill after Bert E. Holland had told you not to?—A. I did not file it after he told me not to; that is, I mailed it before I got the wire from him.

Q. You mailed it before you received his wire?—A. That is right.

Q. You did not mail it until sometime in the afternoon of the 10th, did you?—A. Well, I told you a few moments ago that I mailed it some time after noon.

Q. That is what I say.—A. Yes.

Q. You just said it was noon, or thereabouts, and then you said several hours later, possibly; therefore it was after noon of the day of the 10th of October 1929 that it was mailed, was it not?—A. I did not understand that question.

Q. Was it or not in the afternoon of October 10, 1929, before you mailed that bill?—A. It was.

Q. You did not send it by air mail, did you?—A. No.

Q. Straight, open mail? It went by train?—A. I do not think we had any air mail then.

Q. It went by train or truck, did it not?—A. It went by train.

Q. And it went the next morning, did it not?—A. I do not recall; it probably went that night.

Q. You do not know when it is shown that that letter, from the stamp on the back of the envelope, was mailed?—A. No; I do not. We dropped it in the mail box in the Comeau Building.

Q. You had written the clerk to lock it up and to keep it dark, had you not?—A. I did.

Q. And you knew that that thing was under your control, subject to be withdrawn at any minute you saw fit? You knew that nobody had seen it except Palmer Rosemond, the deputy clerk, did you not? He told you so?—A. Told me what?

Q. Palmer Rosemond.—A. Told me what?

Q. Told you that he had locked it up as you requested, and that he would let no one see it?—A. Yes; he wrote me that.

Q. You knew you could stop it at any moment you wanted to, did you not?—A. And that he would hold it there until Judge Ritter came back.

Q. Yes, sir. And you knew that you could have withdrawn it at any minute until the judge had come back, did you not?—A. Yes.

Q. And yet in spite of the fact of your only client with $50,000 worth of bonds necessary for you to qualify you to file it, telling you not to, you let it stay?—A. Yes; I let it stay.

Q. Now, Judge, why did you do that?—A. Why did I do that?

Q. Why did you violate the known instructions of your only qualifying client?—A. Simply because I knew from representations that Mr. Richardson made to me that Mr. Holland had gotten under the control of the Moore crowd and American Bond & Mortgage Co. temporarily.

Q. So when your client had come under the evil influence of the opposite crowd you ignored his instructions?—A. In the meantime, other bondholders had come in and we had intervened for them.

Q. You mean that Walter Richardson had brought you employment from them and you had done so?—A. That is correct.

Q. You did not dismiss as to Holland, did you?—A. How is that?

Q. You did not dismiss the bill as to Holland, did you?—A. No; I did not.

Q. And you knew that Walter Richardson had solicited the employment of you and Metcalf by these interveners, did you not?—A. Yes. Wait, let me catch that question.

Q. I want you to catch it. I ask you, sir, if you did or did not know that Walter S. Richardson had solicited these interveners for whom you filed on the 16th of October?—A. No; I did not know that.

Q. You did not know that?—A. No.

Q. You did not know——A. No; I did not.

Q. When you answered my question a few minutes ago—I do not mean right now—you did not know that Walter Richardson was doing that?—A. No; I did not know that he had.

Q. But you thought he was? Did you not, Judge?—A. Well, we did not think here.

Q. You did not think. All right.

Mr. KING. Mr. President, may I send to the desk a question to be propounded to the witness at this point, with the consent of the honorable counsel?

The PRESIDENT pro tempore. The clerk will read the question.

Mr. KING. I should like to have it answered by the witness.

The Chief Clerk read the question propounded by Mr. KING, as follows:

Did you regard your conduct as ethical in representing Holland and at the same time you got clients to begin intervention proceedings?

A. Yes; I considered that ethical.

By Mr. Manager HOBBS:

Q. Judge Rankin——A. Just a moment.

The PRESIDENT pro tempore. The witness desires further to answer the question. Will the Senator from Utah give attention to the witness, please?

The WITNESS. I will answer it this way:

Mr. KING. Did he change his answer?

Mr. Manager HOBBS. Not yet.

Mr. ASHURST. Mr. President, I ask that the witness' previous answer be read by the reporter.

The official reporter (Fred A. Carlson) read as follows:

A. Yes; I considered that ethical.

The PRESIDENT pro tempore. The witness desires to make further answer.

The WITNESS (reading):

Did you regard your conduct as ethical in representing Holland and at the same time you got clients to begin intervention proceedings?

Well, that is not just the situation, because I had nothing to do with procuring the clients for whom I intervened by the intervention proceeding, and with that explanation I say that it was ethical.

Q. By Mr. Manager HOBBS. And yet, Judge, you swore to those interventions yourself, did you not?—A. Yes.

Q. None of your clients ever swore to them, did they?—A. No.

Q. And on the day after you had filed them in court you wired Bert Holland, your client, that you were not going to file the interventions, did you not? Is that not true, Judge?—A. I do not recall.

Q. I will ask you to look at this telegram to refresh your recollection, please sir [handing telegram to the witness].—A. Yes; I sent him that telegram. But as I understood your question, that telegram is not worded as you put it.

Q. I am asking you, Judge, after you had, on the 16th of October, filed interventions for these other people, if you did not wire Holland that you would not—"as requested will not make application for you for receiver for Whitehall (case)"?—A. That is right, I wired that; that I would not make application for him.

Q. That is right?—A. Yes. For him.

Q. Yes. But you had already done so, had you not?—A. No.

Q. You did not do so in the original bill of complaint—you did not have a prayer for a receivership?—A. Why yes; I had a prayer for a receivership.

Q. You did not have a motion filed at that time in the name of Bert E. Holland asking for receivership?—A. Well, I do not recall that, but when we applied for a receiver we applied on petition by the interveners.

Q. And you applied in the name of Bert E. Holland also, did you not?—A. Not at the time.

Q. I am talking about on the 28th when you went there and argued the matter?—A. No; I did not apply for it.

Q. You did not?—A. No; I did not.

Q. All right, sir; but you had already filed a bill in his name, seeking a receivership?—A. That is what we had.

Q. And you did file a motion for receivership in the names of the complainants, one of whom was Bert E. Holland?—A. That was in the bill.

Q. Yes; and also in the motion, too, was it not?—A. I do not recall that it was. We filed a separate petition for the interveners.

Q. That is a matter of record. Now, having lulled him by this and similar telegrams into believing that you were not going to proceed for receivership in his name, telling him to talk to you over the long-distance phone, as you do in others, we come now to the 28th day of October 1929, in the court room of Judge Ritter. I ask you if before entering that room you saw your client, Bert E. Holland.—A. Yes; I saw him.

Q. I will ask you if he did not tell you that he no longer desired or wished your services in that case?—A. No; he did not.

Q. He did not?—A. No.

The PRESIDENT pro tempore. Will the counsel read the telegram which he just quoted from for the purpose of the record?

Mr. Manager HOBBS. Certainly, Mr. President. It is dated:

West Palm Beach, Fla., October 17—

Omitting the hieroglyphics which I do not understand—"1114A", and so on—

BERT E. HOLLAND,
Palmer House, Chicago, Ill.:
As requested, will not make application for you for receiver Whitehall pending instructions. Suggest you call me long distance, as you losing strategic position by delay.
A. L. RANKIN.

Then some other numbers "1125a", or something.

Was that what you wished, Mr. President?

The PRESIDENT pro tempore. Yes.

By Mr. Manager HOBBS:

Q. Judge Rankin, on the 28th you say that Bert Holland did not see you in the hall and tell you he no longer desired your services?—A. No.

Q. Did he not tell you that that suit had been filed by you and Metcalf in defiance of his orders as your client and that he was through with you, or words to that effect?—A. No; he did not say that.

Q. He did not say that. What did he say?—A. He told us that he did not want any receivership—or receiver appointed at that time, and did not want us to make an application for the appointment of a receiver for him, and we told him that we would not make an application for appointment of receiver for him, but we would make an application for the appointment of a receiver for the interveners.

Q. And then you went on into the courtroom?—A. Yes.

Q. And you say that is what Bert Holland said to you and what you said to him?—A. That is what Bert Holland said to me and that is what he said to Metcalf, and we were both together.

Q. You were both together in the hall?—A. Yes.

Q. It was called to my attention, Judge, that you paid the filing fee for filing this bill of complaint, $15, yourself.—A. Yes.

Q. Mr. Holland never paid it?—A. No.

Q. Never paid you a dime of your expenses in the matter at all?—A. No. I paid it.

Q. Did he ever pay you any fee?—A. Did he ever pay me any fee?

Q. Yes.—A. No; he never paid me a dime.

Q. Did you ever ask him for one?—A. No; I never asked him for a fee.

Q. And you paid the expenses of filing the bill and the other incidental expenses yourself?—A. Yes; I paid it.

Q. You paid out of your own pocket the expense of filing the interventions, did you not?—A. I believe I did.

Q. Now, on the 28th of October, when your client showed up from Boston in Miami, he got up in open court and made a statement to the judge, did he not?—A. Yes; he made a statement to the judge in open court.

Q. He is an attorney at law, is he not?—A. I really do not know.

Q. You do not know that?—A. No, sir.

Q. You have received letters from him. Have you never received one on his letterhead?—A. I do not recall.

Q. That is all right, sir. He got up and made a statement in open court, did he not?—A. Yes; he made a statement in open court.

Q. What did he say?—A. As I recall, he stated that he did not care to have a receiver appointed at that time, and objected to it.

Q. What did Judge Ritter say?—A. Judge Ritter, to the best of my recollection, asked him if he authorized his attorney to file that bill; and he said he did; and the judge said, "You are not asking now for this bill to be dismissed"—that is as I recall it—"but you just do not want the court to appoint a receiver"; and he stated, I believe, that that was his position.

Q. Judge, that was not your testimony when you were on the witness stand before in this matter, was it?—A. It may not be, but it was in words very much to that effect, though I do not just recall the exact conversation or just what took place there.

Q. And you would not attempt to swear positively what took place?—A. No; I would not swear positively, because I do not recall positively.

Q. Do you recall whether or not Judge Ritter said anything about a man coming into his court from out of the State and starting something and then trying to stop it?—A. Judge Ritter made some remark, but I just do not recall what it was.

Q. It may be a little later, after you argued—I believe you did argue for the appointment of this receiver, did you not?—A. I do not recall whether I presented the petition or whether Mr. Metcalf presented it.

Q. Do you not remember that you did present it yourself and that you argued it for quite awhile?—A. I may have.

Q. And then a gentleman from Chicago by the name of Lautmann, who represented quite a large number of the bondholders, tried to say something, did he not?—A. Yes; Mr. Lautmann rose and made some argument.

Q. What did Judge Ritter tell him?—A. I do not recall what he told him.

Q. You do not?—A. No; I do not.

Q. He represented about 90 percent of the bondholders under the first mortgage deed of trust, did he not?—A. Who?

Q. Lautmann?—A. I do not know. It was the first time I had ever seen him, and I had never heard of him before.

Q. I believe you were Judge Ritter's former law partner, were you, up to the time he went on the bench?—A. Yes.

Q. Then, for the purpose of clarifying the record, I will ask you when the formation of the partnership between you and Judge Ritter began, or when it was accomplished?—A. It was in October or November, I think—my best judgment is October or November—1926.

Q. When did you move to Florida?—A. I moved to Florida in June 1926.

Q. And you and Judge Ritter both stood the bar examination at Tallahassee that summer and were admitted to practice in Florida, and for the first time formed your partnership that fall and continued your partnership until he went on the bench?—A. That is right.

Q. Judge Ritter appointed the receiver on the 28th day of October 1929, after Bert E. Holland had made his statement in court, and after you had argued for the appointment of a receiver, and after Lautmann had attempted to say something, then Judge Ritter said that he was going to appoint a receiver, did he not?—A. Yes.

Q. And he said he was going to appoint Walter S. Richardson?—A. Yes; he said that.

Q. Nobody had mentioned Walter S. Richardson's name in the courtroom, had they?—A. Nobody had.

Q. Not until Judge Ritter had?—A. I had not.

Q. Then nobody else had?—A. Metcalf had not.

Q. You had been there, had you not?—A. Yes; but I had not heard anyone mention his name as receiver.

Q. And, to the best of your judgment, until his name fell from the lips of Judge Halsted L. Ritter, no one mentioned it?—A. Judge Ritter, to the base of my recollection, was the first one who called his name.

Q. Then, as soon as he did it, Mr. McPherson, of the firm of Shutts & Bowen, objected to the appointment of Walter S. Richardson as receiver, did he not?—A. Yes; he did.

Q. And asked for time to bring in documentary proof to show his unfitness, did he not?—A. To the best of my recollection, he said that.

Q. And Judge Ritter granted him until 2 o'clock that afternoon to do so; is that right?—A. I think that is what happened.

Q. From that good moment or throughout the whole time that this receivership was running what did you do? I do not mean this offensively; I mean except your applications for your allowance of fees from time to time, what other services did you perform?—A. Well, the record will show. If I had the record here, I could pick out the papers I filed and show the work that I did in the case. I was in con-

sultation every few days with Mr. Bemis, Mr. Sweeny, and Mr. Richardson.

Q. So you had some conferences with Bemis, with Sweeny, and with Richardson?—A. Yes.

Q. You were not attorney for the receiver?—A. How is that?

Q. You were not attorney for the receiver?—A. No; I was not.

Q. Judge Ritter suggested that either you or Ernest Metcalf should withdraw as attorney for Holland and that if either one of you would do so he would appoint you attorney for the receiver, did he not?—A. Yes.

Q. That suggestion came from the court, did it not?—A. Yes, sir; it did.

Q. So you were not attorney for the receiver, Walter S. Richardson, were you?—A. No; I was not his attorney, but I was attorney for the complainant.

Q. All right, sir. Why were you conferring with the managers of the hotel under the receivership? What was the purpose of those conferences?—A. There were a great many questions that arose with reference to repairs, management, operation, and purchases, everything of that kind. They were very frequently calling on me. I do not recall just what the different things were that we discussed.

Q. Ernest Metcalf, at the suggestion of Judge Halsted L. Ritter, had retired as your associate representing a complainant and had gone over and taken the receiver's counselship, had he not?—A. Yes; he had.

Q. So the receiver, himself a lawyer, had another lawyer, Mr. Ernest Metcalf, to represent him, did he not?—A. Yes; he had another lawyer.

Q. And he had employed Bemis and Sweeny to run the hotel, had he not?—A. Yes; the court required him to do it.

Q. And Bemis and Sweeny and Richardson consulted you?—A. They did.

Q. What papers did you say you filed? I do not mean in detail—of course, the records will show—but I mean just what papers do you recall not relating to the petitions for fees to be paid you; what other papers do you recall that you filed from the 28th of October on?—A. Well, as I recall it, I filed answers to the cross bill of Harold A. Moore; and, as I recall it, I filed replies to the answers of some of the other defendants there—that is, the answer of the trustee under the second mortgage; and then I prepared, but the papers were not filed, the warning order to get service on the nonresident defendants; but they came in and answered and I did not have to file those. Then later I prepared the final decree in full.

Q. You did?—A. I did. I prepared the final decree in full.

Q. You wrote that yourself?—A. I did.

Q. Prepared it in full? Have you stated to us in substance the content and extent of your services in this case?—A. Is that the extent, do you say?

Q. Yes.—A. I am sure it was not.

Q. But to the best of your recollection at this late day that is all you can recall? The records will show the balance?—A. Yes; the records will show.

Q. That is all you can recall?—A. No; it is not. There was a claim in the bankruptcy case of Albert Pick & Co. involving—I do not remember just how much it was, but several thousand dollars. I went down to the hearings on two or three occasions, and on behalf of the bondholders I contested that claim of twenty-some-odd thousand dollars. In other words, I filed objection to the allowance of it and attended several hearings. Then after that I attended several hearings before the special master in which there were some contested claims, and they took testimony on several occasions. Then I made several trips to Tampa, since the case was transferred to Tampa, on hearings instigated by the special master in different matters with reference to instructions, and so forth.

Q. Judge Rankin, do you not know that the Albert Pick claim was settled before the special master long after the final decree in this case was rendered?—A. Do I know what?

Q. Do you not know the Albert Pick contest before the special master was settled long after the final decree in the Whitehall case?—A. I do not recall whether it was settled prior to the entry of the final decree or subsequent to the entry of the final decree, but you asked what I did after the filing of the bill, and I am trying to answer your question.

Q. Up to the time of the filing of the decree.—A. I did not understand you.

Q. I beg your pardon. It is my fault. I did not make myself clear. I want to ask one other question. To go back to the appointment of the receiver, Walter S. Richardson, that afternoon at 2 o'clock, on October 28, 1929, when you came back in there, Mr. McPherson presented some letters to Judge Ritter protesting against the appointment of Walter S. Richardson, and in those letters he showed this drumming up of business, did he not?—A. Those letters showed what?

Q. The solicitation of a client to institute the suit.—A. I do not recall that.

Q. You did not hear that?—A. I did not hear it?

Q. Did you or did you not hear it?—A. I don't remember whether I heard it or not, but I don't recall it.

Q. You do not recall it?—A. No.

Q. You do not recall Mr. McPherson introducing in evidence upon that occasion, and it being read and commented on before Judge Ritter, the fact that Walter S. Richardson had solicited clients to bring cases?—A. I do not recall hearing him make a statement like that.

Q. You do not?—A. No. I do not say that he did not do it.

Q. All right. Judge Rankin, on the day that the final decree was signed in the Whitehall case you had agreed upon a split of the fee that was to be allowed you, had you not?—A. Yes.

Q. How was it to be split?—A. The fee was to be split with Shutts & Bowen and Fordham. The understanding was that whatever fee the court allowed they would participate to the extent of one-third and I would participate to the extent of two-thirds.

Q. You had already gotten $15,000, had you not?—A. Yes.

Q. That was allowed to you by Judge Akerman, and $2,500 by Judge Ritter?—A. Yes, sir.

Q. You had already gotten that, and on the day the final decree was signed you had reached before that an agreement with counsel on the other side of the case whereby they were to get a slice out of your fee?—A. Yes; we had an agreement, a settlement agreement.

Q. Shutts & Bowen and Fordham were to get $25,000?—A. They were to get one-third of whatever the court allowed.

Q. That was the agreement, was it?—A. Yes.

Q. What connection did Shutts & Bowen and Fordham, as you call them, have with this case?—A. They represented the trustee under a trust deed, under the first-mortgage trust deed.

Q. In other words, they represented Moore?—A. That is, the Moore interests.

Q. The man you had called in your bill the perpetrator of a fraud?—A. That is correct.

Q. And when they took testimony in Chicago, to disprove the allegations of fraud against Moore, you were not there?—A. No; I could not go at the time. I think I was out of the State; that is my best recollection.

Q. You got notice of the hearing and the taking of testimony, did you not?—A. I believe I did.

Q. You knew they were going to take testimony to disprove the averments of your bill, did you not?—A. I do not recollect that.

Q. You do not recall about that? You did not go to Chicago, did you?—A. No.

Q. You did not participate in the hearing there when they took over 400 pages of testimony, did you?—A. No; I did not go to Chicago.

Q. They were representing the men at whom you were shooting, Shutts & Bowen?—A. Yes; they were representing the same interests.

Q. And Fordham, as you call him, is the Honorable Albert C. Fordham, of West Palm Beach? Is that right?—A. Yes.

Q. He was the local attorney in West Palm Beach for the Moore interests, was he not?—A. Yes.

Q. So they were the ones against whom your bill was filed? Is that true?—A. Yes.

Q. You agreed to give them a third of whatever fee was allowed you?—A. I did.

Q. In addition to that you agreed that they should be paid $6,500 as the balance on the bank trust deed, did you not, out of the fee which they contended should have been allowed them in the bankruptcy phase of the Whitehall case?—A. For services they had rendered Harold A. Moore, trustee; yes.

Q. That was in the bankruptcy case?—A. That is right.

Q. That had nothing to do with this case?—A. It had nothing to do with this particular case—that employment.

Q. Not a thing? You knew, did you not, that the referee in bankruptcy before whom the bankruptcy was pending had heard their petition and denied their petition for that fee in that particular case?—A. I don't recall that. The fact is I don't believe I remember anything about that.

Q. You knew the referee in bankruptcy had allowed them a fee of $8,500 for their services to the trustee in that bankruptcy, did you not?—A. No; I did not.

Q. You did not know that?—A. No.

Q. You knew they were claiming $15,000, did you not?—A. No; I did not.

Q. You did not know about the $6,500 balance they had petitioned to the referee for in that bankruptcy phase of the proceedings before any of this was instituted, and that he had heard the petition and the evidence in support of it and had denied that petition for this fee? Did you know that?—A. No; I did not know that.

Q. So, then, when you agreed that $6,500 should be paid in this case for services rendered in another case, you were ignorant of the facts I have just hypothesized?—A. Yes; I knew nothing of that.

Q. In addition to that, Judge, you had agreed to pay Ernest Metcalf $10,000, had you not, out of your fee?—A. Yes.

Q. He got $5,000 decreed to him; did he not?—A. I believe he did.

Q. So you were just giving him $10,000 on the side?—A. No; Metcalf had done quite a little work in the matter. The fact of the business is, he had drawn a rough form of bill of complaint, I think a few pages, and then he and Richardson had assisted me and been with me all the time that I was drawing the final decree—I mean, the bill of complaint—and after he had withdrawn from the case and been appointed attorney for the receiver, I agreed to compensate him for the work that he had done.

Q. So, just out of appreciation for his having drawn the first rough draft of the bill of complaint in the Whitehall case that we have been talking about, and just because he had withdrawn as your associate counsel, just to be a good fellow, you handed him $10,000 out of your fee?—A. Well, I felt like I was obligated to pay him something.

Q. Judge, you similarly felt, did you not, the urge to compensate Walter Richardson, the trustee in bankruptcy, who, while he was trustee, had been seeking these bondholders so that he could initiate this foreclosure proceeding, and then who took you to New York, or you went with him, talked it over there, and he told you what he was going for? You felt the urge to compensate that man, too, did you not?—A. Yes; and I did.

Q. And you slipped him $5,000?—A. For services he had rendered prior to the time he was appointed receiver.

Q. Yes, sir. Judge Rankin, on Christmas Eve of 1930, the day that the final decree was signed by Judge Ritter, your former law partner, you got an advance payment on the $75,000 fee that he allowed you that day. You got a payment of $25,000, did you not?—A. Thirty thousand dollars.

Q. All right, sir. You deposited only $25,000, did you not?—A. As I recall it, I deposited $30,000.

Q. Well, twenty-five or thirty thousand dollars; that is a difference of only $5,000. You got some little bit of money, an advancement on your $75,000 fee?—A. Yes.

Q. What did you do with it?—A. Well, it was a check on the First National Bank in Miami.

Q. Yes, sir. You went down to the bank and deposited it; did you not?—A. I went down to the bank and deposited it, and I told Mr. Bowen, of Shutts & Bowen, to come on down there with me and I would pay them $12,500, or half of what I had agreed to pay them.

Q. And you did so?—A. I did.

Q. And they went to the bank with you, you say?—A. Yes; they went in the bank with me—Shutts and Bowen.

Q. And yet, while they were right there at the bank window, where the cash was, you paid them in checks, did you not?—A. I did not understand you.

Q. I will ask you this question: How did you pay Shutts & Bowen and Mr. Fordham?—A. I gave a check to Shutts & Bowen for $12,500 in the bank.

Q. And that was supposed to pay off Messrs. Shutts & Bowen and Mr. Fordham?—A. Yes.

Q. For their part, for a little bit more than their part. You had agreed on a third, and you paid them half of this advance?—A. I gave them half of what was coming to them.

Q. But although they were standing there in the bank with you, where the cash was, you gave them a check?—A. Yes; I gave them a check. They asked me to.

Q. All right, sir. Whom else did you pay out of that fee?—A. I paid Judge Ritter $2,500.

Q. No, sir; I am not coming to that. Did you pay Walter Richardson any of it?—A. I believe I did. I will have to see my checks to see.

Q. And you paid him with a check, did you not?—A. Paid him with a check?

Q. Yes, sir.—A. Yes; I paid him with a check.

Q. So everybody in this case except Judge Ritter got his in a check?—A. That is correct.

Q. How did you get Judge Ritter's pay to him?—A. How did I get it to him?

Q. Yes, sir.—A. I drew a check for $3,000 cash. I went to the window and got the $3,000 in cash. I put $500 of it in my pocket—well, I took out $2,500 and went over, and on my way to my car—it was parked back of the Federal Building—I went into Judge Ritter's office and paid him $2,500 in cash.

Q. Who was present when you paid him that cash?—A. There was no one in his private office. His secretary was out front.

Q. And you went in and closed the door and paid him $2,500 in cash?—A. Well, I do not recall that I closed the door.

Q. You do not?—A. No. I may have, or I may not have.

Q. And there you paid him $2,500 cash on Christmas Eve of 1930?—A. Yes, sir.

Q. Is that the truth?—A. That is true.

Q. That is what happened?—A. That is what happened.

Q. All right; and he is the only man in this case that you did pay in cash?—A. The only man I paid in cash.

Q. You did not take any receipt for it?—A. Did I have a reason for it?

Q. I say, you did not have any receipt for it; you did not take any receipt for it?—A. No; I took no receipt for it.

Q. Not a scratch of a pen?—A. Not a scratch of a pen.

Q. All right, sir. The sum and substance of that is that you got $25,000 under a decree signed by Judge Ritter that day, and took the check giving you that $25,000 to the bank; and then, after writing a couple of other checks, you drew a check for $3,000, and brought back the proceeds, and gave $2,500 out of the proceeds to Judge Ritter in the privacy of his own chambers, without a scratch of a pen?—A. That is exactly right.

Q. Judge Rankin, I want to ask you please to look at this check [exhibiting check to the witness and to Mr. Walsh, of counsel]. This is a check which purports to have been drawn on December 24, 1930, payable to the order of cash, for $3,000, signed by you. Is this the check that you drew?—A. It is.

Q. You did not draw it.—A. I did not what?

Q. Your handwriting is not on the face of it, is it [again exhibiting check to witness]?—A. That is the check that I signed. Mr.—the best of my recollection is Mr. Raum wrote the check.

Q. You signed it there in the bank, did you not, Judge?—A. I did.

Q. When did you put that endorsement in the left-hand lower corner, which reads as follows, on there:

For payment on purchase of business, $2,500; for expenses of trip, $500.

A. I put that on there some time after I received my checks back from the bank.

Mr. ASHURST. Mr. President, will the Official Reporter please read the last question and answer?

The PRESIDENT pro tempore. The last question and answer will be read.

The Official Reporter (Percy E. Budlong) read as follows:

Q. When did you put that endorsement in the left-hand lower corner, which reads as follows, on there:

"For payment on purchase of business, $2,500; for expenses of trip, $500."

A. I put that on there some time after I received my checks back from the bank.

By Mr. Manager HOBBS:

Q. So this check in its new form is not the check in the form in which you presented it to the bank?—A. No.

Q. In that this endorsement down in the left-hand lower corner, "For payment on purchase of business, $2,500; for expenses of trip, $500", was written long after you had received this check back from the bank, after it had cleared?—A. It was some time after I received it back from the bank.

Q. That was written in the privacy of your own office, was it not?—A. I do not recall; no doubt it was.

Q. Do you recall where you wrote it?—A. No, I do not; but I merely put it on there for a memorandum as to what went with the money.

Q. Judge Rankin, do you not know that was put on there the same day on which you made the so-called receipt when you paid him $300?—A. I do not recall that.

Q. Do you not know that you and Judge Ritter had heard that there was talk about this thing and thought you had better have some written evidence of it, and that you put it on there in 1932?—A. No; I put it on there prior to any time that I had heard any talk with reference to it.

Q. Is that so?—A. That is my recollection.

Q. Judge Rankin, was there any danger of you forgetting that you had, in the privacy of his chambers, paid your former law partner $2,500 in cash hot into his own hand?—A. No; there was no danger of my forgetting it.

Q. Yet you say you made this endorsement some time after it cleared at the bank in order that you might not forget it.—A. It is just a memorandum of what went with that $3,000 in cash.

Q. All right, Judge.

Mr. KING. Mr. President, while counsel are consulting, may I have several questions read which I sent to the desk a moment ago?

The PRESIDENT pro tempore. The clerk will read the questions.

The legislative clerk read the first question propounded by Mr. KING, as follows:

Were you arranging for filing a suit for the interveners while you were acting for Holland?

A. Yes.

Mr. KING. Now, I should like to have the next question read.

The PRESIDENT pro tempore. The clerk will read.

The legislative clerk read the second question propounded by Mr. KING, as follows:

Could the interveners file a suit in intervention without consent of the court?

A. No.

The legislative clerk read the third question propounded by Mr. KING, as follows:

Could there be a suit for foreclosure by bondholders owning or holding less than $50,000 of bonds?

A. Yes.

The legislative clerk read the fourth question propounded by Mr. KING, as follows:

How could you get into court as interveners with bonds representing less than $50,000?

A. You could file a petition with the court for an order allowing intervention.

By Mr. Manager HOBBS:

Q. Judge Rankin, with further reference to this endorsement in the lower left-hand corner, where you show that $2,500 went for the purchase of the business, and for the expenses of the trip $500, you reported that $500 in your income-tax return for that year as farm expenses?—A. I do not recall.

Q. You do not recall talking to Mr. C. R. West about this matter, the investigator of the Income Tax Bureau at Jacksonville, who then lived in your home town of West Palm Beach?—A. Yes; I recall talking to Mr. West about my income tax, but I do not recall just what I said to him with reference to that check.

Q. Judge, what was your agreement with Metcalf as to percentage of the fee you were to be allowed? You agreed with Shutts & Bowen and Fordham on a 33⅓-percent cut, did you not?—A. Yes.

Q. What percentage of cut did you agree on with Ernest Metcalf?—A. We did not have any percentage agreement with him.

Q. So the fact that it was 20 percent of the $50,000 did not signify?—A. That did not signify.

Q. You just agreed to give him $10,000?—A. Yes.

Q. What percentage did you agree to give Walter Richardson?—A. I do not recall that we had a definite percentage agreement. We may have had, but I do not recall it.

Q. You knew, of course, that Ernest Metcalf was allowed, and allowed without objection, a fee for representing the receiver in this very case, did you not?—A. Yes; I knew that; or that he would be.

Q. So, for all the services he performed in this case, except the preparation of the rough draft of the original bill, he had been paid, had he not?—A. For all the services he performed?

Q. In this case; yes.—A. With reference to the receivership?

Q. Yes, sir.—A. Yes; he had been, or would be paid at the time.

Q. Except for the rough draft that he prepared of the original bill of complaint. That was what you were paying the $10,000 for, plus the consideration that he had withdrawn from association with you, and therefore deprived himself of part of the fee?—A. Yes.

Q. Is it not a fact, Judge Rankin, that Walter Richardson, when he had fomented this litigation, had an agreement with both you and Metcalf that he was to get 10 percent of any amount you received, and 10 percent of any amount that Ernest Metcalf received, in payment for his letting you in on it?—A. I do not recall that we had an agreement of that kind.

Q. You do not recall that?—A. No; I do not. I know I paid him some four or five thousand dollars.

Q. You paid him a little more than that, did you not?—A. I may have paid him a little more.

Q. You paid him $6,500 or $6,800; but the point is he was being paid as receiver, anyway, was he not?—A. Yes; he was getting paid as receiver.

Q. He was paid $30,000 for acting for 6 months during the two seasons the hotel ran, was he not?—A. I did not catch that question.

Q. He was paid $30,000 as receiver's fees for the two short winter seasons that he ran the hotel as receiver?—A. That is my recollection; that he got $30,000.

Q. But you paid him $5,000 additional?—A. Yes; I paid him, because I agreed to pay him that before he was appointed receiver, for the work he had done.

Q. For the work he did; and you agreed to pay him 10 percent of anything you got out of it, did you not?—A. I may have. I do not say I did or I do not say that I did not.

Q. And Ernest Metcalf agreed to pay him 10 percent of anything he got, too, did he not?—A. I do not recall.

Q. Do you not remember that Walter Richardson told you what was in his mind? Do you not remember when he told you that he was not going to get his hands off this property as easy as old man Moore and old man Fordham thought

they were going to shake him loose; that he had this scheme, and if he could find any bondholders representing $50,000 worth or more of the first-mortgage bond issue he was going to put his scheme through, and he would use you two men if you would give him 10 percent of any fees allowed—A. No; he did not tell me that.

Q. What did he tell you?—A. Well, I have already outlined at the beginning of my examination what he said to me, approximately, with reference to that.

Q. When did he have the conversation with you in which you say that you may have told him something about 10 percent, but you will not be sure, but you did agree to pay him something?—A. Well, it was along about the time that we started on the work.

Q. When was that—when you went to New York?—A. After we came back from New York.

Q. After you came back from New York?—A. Yes; and after we started on the preparation of the bill.

Q. And then how much did he say he wanted out of you for letting you in on it?—A. How much did he say he wanted?

Q. Yes. How much did he say that he wanted of your fee?—A. We had a settlement, and I paid him somewhere around $5,000.

Q. But you said that a short while after you got back from New York you agreed that you were going to pay him something for letting you in on this thing?—A. That is right.

Q. How much did you agree to pay him? Not how much you paid.—A. Well, I did not state that I agreed to pay him any definite amount.

Q. Did you or did you not?—A. I do not recall.

Q. You do not recall. And you do not recall whether you agreed to pay him a percentage? You do not remember whether you agreed to pay him one-third, or one-half, or 10 percent of your fee?—A. No.

Q. But you did agree to pay him something in addition to his fees that he was to receive as receiver?—A. Yes; that is correct.

Q. And based upon the amount of your fee?—A. Yes; based upon the amount of my fee.

Q. In other words, if you got——A. Now wait a minute. No; it was for the services that he was rendering.

Q. Why, of course.—A. And I told him that I would pay him a substantial amount.

Q. What do you mean by "substantial"?—A. Well, I would think $5,000 was pretty substantial. That is what I paid him.

Q. I agree with you fully about that; but what I am asking you is, What was to be the basis according to your understanding with Mr. Walter S. Richardson for his compensation? In other words, did you tell him that it was to have any relation whatsoever as to the amount that you got out of the case? Were you going to pay him the same if you got a large fee or a small one?—A. I do not recall just what our agreement was.

Q. But I am asking you if you do recall—although you do not recall just what it was, do you recall that point, that you agreed to pay him a substantial amount, dependent upon how much you got?—A. Well, I just cannot answer that because I do not remember.

Q. As a matter of fact, Judge, you and Metcalf each agreed to pay him 10 percent of anything you got out of it, did you not?—A. I just do not recall.

Q. And you did pay him that, did you not?—A. I paid him $5,000. That amounted to more than 10 percent of what I really received.

Q. But you did pay him substantially 10 percent?—A. I say that amounted to more than 10 percent of what I actually received.

Q. Judge, let us get on down to the second trip that you made to Judge Ritter's office. It was in the spring, was it not, when you got another order from Judge Ritter to make another payment to you?—A. Yes; some time.

Q. There was not enough money in the receivership to pay you the full amount of $75,000 until after you had gone into a second season of operation, was there?—A. Well I do not recall that.

Q. You do not?—A. No—that there was not enough.

Q. Why, then, after he had just allowed you a $75,000 fee, did you pray for $30,000 to be paid you then? Did you not recite in that petition that the $30,000 was in the treasury, in the hands of the receiver?—A. Yes.

Q. Did you not assign that as the reason why he could allow you your part payment of your fee that day, Christmas Eve?—A. Yes; I think I alleged that in my petition.

Q. Then you did not know that there was not $75,000 to be distributed in that way at that time, did you not?—A. That there was not?

Q. Yes.—A. No; I did not.

Q. You did not know that. All right, sir. The seasonal operation there begins the 1st day of January and runs through January, February, and March, does it not?—A. Yes.

Q. So along in April, after you had finished the season and had collected the amounts that had been brought in by these people that occupied the hotel, you asked Judge Ritter to order the payment of the balance due you, did you not?—A. I did. My recollection is that it was after the sale of the property at the master's sale, and after probably—well, anyway, I do not recall that, but it was sometime after, along about the 1st of April somewhere.

Q. On the 14th day of April he gave you an order to be paid the balance of your fee, you having had $5,000 between the time of the first payment and this? That is right, is it not?—A. I did not understand the question.

Q. I will make it specific. On the 24th day of December 1930 you got $25,000, did you not?—A. $30,000.

Q. $30,000. Then between then and October 14 you got another $5,000, did you not?—A. I do not recall that I did.

Q. Then either that is true or on April 14 you got the whole balance of your fee?—A. I think that is the truth.

Q. Either way, you got the balance, did you not?—A. I got the balance.

Q. How much was that payment, approximately?—A. $45,000.

Q. What did you do with it?—A. I deposited it in the bank.

Q. What bank?—A. I do not recall just how the payments were made to me—whether it was one check on one bank, or whether it was two or more checks on other banks—on different banks.

Q. All right, sir.—A. I deposited the checks all right.

Q. I am satisfied you did, sir. And you deposited part of it in West Palm Beach in a bank up there, and you deposited part of it in Miami, did you not?—A. I think that is correct.

Q. And then one day up there at Palm Beach, on the day that you had made that deposit, or shortly thereafter, you decided to take a trip to Miami to see Judge Ritter, did you not?—A. Yes; I went down to Miami.

Q. And so you went down to the bank in West Palm Beach in which at the time you had more than $2,000 balance, and you drew a check for $1,000, did you not?—A. I did.

Q. And you put it in your pocket and walked out?—A. I did.

Q. Then what did you do by way of getting toward Miami with that $1,000 in your pocket? Did you go in your car?—A. I think—to the best of my recollection, I went in my car.

Q. Then you rode from West Palm Beach the 67 miles down to Miami, along the highway of Florida, with the thousand dollars cash in your pocket?—A. Yes, sir.

Q. And when you got to Miami you went to another bank and drew out $1,000 in cash, did you not?—A. I did.

Q. And then you went around for the second time to Judge Ritter's private office, and in chambers you gave him $2,000 more in cash?—A. I did.

Q. And that is the way you got hold of the $2,000 to give him; is it not?—A. That is the way. I drew a thousand dollars out of the bank in West Palm Beach and $1,000 out of the bank in Miami, and I carried it in there and paid it to Judge Ritter.

Q. It is 67 miles from West Palm Beach to Miami, is it not?—A. It is 70 miles.

Mr. ROBINSON. Mr. President, at this point I should like to submit two questions, which I send forward.

The PRESIDING OFFICER (Mr. BACHMAN in the chair). The clerk will read the first question submitted.

The legislative clerk read the first question propounded by Mr. ROBINSON, as follows:

Why did you not give Judge Ritter a check instead of paying him cash?

A. Well, the reasons—there were two reasons. One was that the day before, on the 23d, they had had a bank failure there in Miami. The City National, as I recall, I think had had a run on the bank; and I wanted to pay as much as I could on what I owed, and I owed Judge Ritter some money, and I started to write a check to him for $2,500, and then it occurred to me that it might not be that Judge Ritter did his banking there at the same bank, and it might subject him or me, or both of us, to criticism if I would, on the same day that I deposited $30,000 there, write him a check for $2,500, I being his former law partner. That is the explanation, and the only explanation that I could make of it.

The PRESIDING OFFICER. The clerk will read the second question submitted by the Senator from Arkansas.

The legislative clerk read the question propounded by Mr. ROBINSON, as follows:

How did you reach the conclusion that Richardson was entitled to receive any part of the attorney's fees?

A. We had agreed originally, after we had been employed, to pay Richardson reasonable compensation for his assistance there in helping us draft the bill and furnishing us data.

Mr. WALSH. Mr. President, I submit two questions.

The PRESIDING OFFICER. The clerk will read the first question submitted by the Senator from Massachusetts.

The legislative clerk read the first question propounded by Mr. WALSH, as follows:

What time in the day, which I understand was the day before Christmas, December 24, 1930, did you receive the order from Judge Ritter for the payment of your fee?

A. It was along around noon or just before noon, as I remember.

The PRESIDING OFFICER. The clerk will read the second question submitted by the Senator from Massachusetts.

The legislative clerk read the second question propounded by Mr. WALSH, as follows:

What time was it that you, on December 24, 1930, paid Judge Ritter?

A. I think the answer to the former question would probably answer that question.

The PRESIDING OFFICER. The witness does not seem to have answered the Senator's question. Let it be read again.

The legislative clerk read as follows:

What time was it that you, on December 24, 1930, paid Judge Ritter?

A. To the best of my recollection it was a little before noon.

Mr. WALSH. Mr. President, I understood the witness to say he made the deposit a little before noon. Did he make the payment to Judge Ritter at that time?

The PRESIDING OFFICER. Let the witness answer each question again.

The WITNESS. I did not understand the first question. I will answer it again.

Mr. WALSH. What I want to know is, What time was the order made and what time did the witness make payment on that same day?—A. I will answer the question, "What time in the day, which I understand was the day before Christmas, did you receive the order from Judge Ritter for the payment of your fee?" To the best of my recollection it was before noon and shortly after the time of the final decree. All of the attorneys of record were present at the time he entered the order, as I recall it, allowing the payment of the advance fee of $30,000. Answering the other question, to the best of my recollection, it was some time shortly before noon that I paid Judge Ritter the $2,500.

Mr. BARKLEY. Mr. President, I submit two questions.

The PRESIDING OFFICER. The clerk will read the first question submitted by the Senator from Kentucky.

The legislative clerk read the first question propounded by Mr. BARKLEY, as follows:

Why did you make the second payment of $2,000 in cash instead of by check?

A. For the same reason that I did not pay the first $2,500 in cash; that is, the controlling reason was that I did not want to subject Judge Ritter or myself to criticism by giving him a check. I owed him an honest debt and my judgment was that the best way to pay him was in cash and take his receipt in full when I finished paying him. That is just what happened.

The PRESIDING OFFICER. The clerk will read the second question submitted by the Senator from Kentucky.

The legislative clerk read the second question propounded by Mr. BARKLEY, as follows:

Why did you cash two $1,000 checks to obtain the $2,000 which you paid Judge Ritter, instead of drawing a single check?

A. I can answer that only by the best of my recollection. I may be wrong about the amount of my deposit there in Miami at the First National at the time, but it is the best of my recollection that I wanted to get as much of that money out of Miami as I could. I may be wrong, but the best of my recollection is that I only had about $1,500 or $2,000—I do not say definitely that that was it—so I drew one check on the Central Farmers, and when I reached Miami I drew the other check for $1,000 on the First National. That is the best of my recollection.

HOURS OF SESSIONS

Mr. ASHURST. Mr. President, I send to the desk an order and ask for its immediate consideration.

The PRESIDING OFFICER. The clerk will read the order submitted by the Senator from Arizona.

The legislative clerk read as follows:

Ordered, That until or unless otherwise ordered, the daily sessions of the Senate sitting for the trial of the impeachment of Halsted L. Ritter, United States district judge for the southern district of Florida, shall be held as follows:

From 12 o'clock noon until 1:30 o'clock p. m., and from 2 o'clock p. m. until 5.30 o'clock p. m.

The PRESIDING OFFICER. Is there objection?

Mr. McNARY. Mr. President, I think I should state that when the proposal was first submitted to me it provided for sessions from 11 o'clock a. m. until 1:30 o'clock p. m. and from 2 to 5 p. m. After conferring with some of the Members on this side of the Chamber, it was thought that the hour of 11 o'clock would interfere with committee work, which is very important and very abundant at this time; hence I suggested meeting at 12 o'clock, continuing until 1:30 p. m., and from 2 to 5:30 in the afternoon.

I cannot speak for all the Members on this side of the Chamber, but personally I should not object to the first proposal. However, I think the latter is the better of the two. So far only as I am personally concerned, I have no objection to the order, though I hope that anyone who feels otherwise will make known his attitude at this time.

Mr. ROBINSON. Mr. President, I think it is the intention of the Senator from Arizona that the 30 minutes' interim between 1:30 o'clock and 2 o'clock be availed of as a recess for the purpose of enabling members of the Court and the managers and counsel to take lunch.

Mr. McNARY. Yes. The only criticism I heard suggested, which I do not think is very serious, is that the proposed afternoon session from 2 to 5:30 is a little long, and may tax the energy of the managers on the part of the House and counsel for the respondent; but that is for them to consider.

The PRESIDING OFFICER. Is there objection to the adoption of the proposed order?

Mr. JOHNSON. Mr. President, I express simply a personal preference in regard to the time of meeting, and do not, of course, desire to object if a general conclusion has been reached.

Personally I should prefer that the Senate meet at 11:30 and run to 1:30, if the extra half hour is desired, and then

from 2 until 5, instead of going on until 5:30 in the afternoon. If that is not agreeable, it is merely a personal suggestion.

Mr. McKELLAR. Mr. President, I may say to the Senator from California that several appropriation bills are now being considered by the committee every morning from 10:30 until 12; and I hope an order will not be entered immediately to interfere with their consideration.

Mr. ROBINSON. I may say to the Senator from California that his suggestion was considered and it was objected to, because it would interrupt and interfere with the work of committees to require Senators to appear in the Senate at 11:30, and it would probably not conserve time. The difficulty of having a quorum in attendance at 11:30 in the customary procedure of the Senate was believed to be so great as not to justify the Senate sitting as a Court meeting at that hour.

Mr. JOHNSON. As I said in submitting the suggestion, I do not wish to object to what has been agreed upon; and if there is substantial agreement among my brothers, and the hours have been fixed, I shall be very glad to assent thereto.

The PRESIDING OFFICER. The Senate has heard the proposed order as presented. The question is on agreeing to the order.

The order was agreed to.

The PRESIDING OFFICER. What is the further pleasure of the Court?

LEGISLATIVE SESSION

Mr. ROBINSON. Mr. President, I move that the Court suspend its proceedings and that the Senate proceed to the consideration of legislative business; and I should like to make a brief statement as to the reason for the motion. Some Senators have said that they desire an opportunity to present amendments to general appropriation bills which are pending, and that it will be necessary that the amendments be presented today in order that they may be considered by the committee having jurisdiction of the subject matter. I make the motion.

The motion was agreed to; and the Senate proceeded to the consideration of legislative business.

PETITIONS AND MEMORIALS

The VICE PRESIDENT laid before the Senate the following memorial of the House of Representatives of the State of Colorado, which was referred to the Committee on Agriculture and Forestry:

Whereas the Colorado Planning Commission, in accordance with the purposes for which it was created, and in the exercise of a part of the powers and jurisdiction conferred upon it, in cooperation with several Colorado representatives of Federal agencies, including the Biological Survey, the Resettlement Administration, and the Forest Service, and with various parties representing the interests therein involved, has made a thorough investigation as to the desirability and feasibility of the acquirement and use by the people of the United States of a part of the lands in the South Park area in Park County, Colo., for use as a preserve for large game, fish, and fowl, for recreational purposes, and the elimination of nonproductive lands;

Whereas the State of Colorado is vitally interested in said matters not only from the standpoint of the people of the State of Colorado but also from the standpoint of the people of the United States as a whole, and as a matter of conservation of the natural resources and recreational facilities of the Nation;

Whereas the said Colorado Planning Commission, pursuant to request of the Governor, after investigation and full hearing, through its proper committee, has unanimously approved the acquirement of said area for said purposes, and requested the adoption of a memorial of the Legislature of the State of Colorado to the President and to the Congress of the United States, and to the Honorable Harold L. Ickes, Secretary of the Interior, and to the Honorable Henry A. Wallace, Secretary of Agriculture, and to other proper Federal agencies having charge of the matters involved therein;

Whereas the following pertinent and material facts concerning said proposed projects are known to exist;

First. That the area involved in the proposed project consists of approximately 549,000 acres in Park County, bounded by the Pike National Forest, and that of said area approximately 25 percent, is now owned by the United States Government, 14 percent by the State of Colorado, and 2 percent by Park County, the remainder being privately owned and largely by nonresidents; that the proposed area is located in almost the exact geographical center of the State of Colorado, and through transcontinental railroads and by good State and National highways from all parts of the State easily accessible to the general public.

Second. That it is not now and has not been for a long time possible profitably to farm the area now proposed for a game preserve, and that almost all of the persons and families owning dry or homestead lands in said area are on relief, and that said persons and families constitute in excess of 85 percent of the entire present relief roll of Park County.

Third. That the area involved is well adapted, by reason of geography, topography, and climatic conditions, for the use proposed, and before the artificial changes made by the homesteader and cattleman was the natural habitat of every species of wild game and a hunter's paradise for the Indians and trappers.

Fourth. That the project will be self-supporting and self-liquidating, and will be of financial benefit not only to the persons whose lands will be acquired but to the entire county of Park and its citizens, and to the State of Colorado generally; that the area is free from any complications of taxation or outstanding bond issues.

Fifth. That in addition to the merits of the project for the use contemplated, the incidental benefits which will result therefrom are very great not only to the State of Colorado but to the entire western country, in that the purchase, acquisition, and use of said area for the purpose contemplated will free to the South Platte River and its tributaries for use below the proposed area throughout the States of Colorado and Nebraska, from sixty to eighty thousand acre-feet of water per annum which is now uneconomically used and wasted in the production of unprofitable crops; that the reasonable value of this water alone is $100 per acre-foot, or from six to eight million dollars.

Sixth. That the conservation of said water and the addition of the water now wasted will not result in the cultivation of any new lands, but will supplement the frequently insufficient and uncertain supply now available for lands having water rights and already highly cultivated and improved and lying from the mouth of the Platte Canyon to the Nebraska line and beyond.

Seventh. That practically all of the individual owners of land in the proposed area have signified their willingness to sell their holdings.

Eighth. That the centralized control resulting from the carrying out of this project will be of immense value to the entire area of Colorado lying below the boundaries of said preserve, from the standpoint of sanitation and prevention of contamination of domestic water supply of all cities and towns located on or near the South Platte River, and will, to a large extent, equalize stream flow and prevent peak floods: Now, therefore, be it

Resolved by the house of representatives, That the President of the United States is hereby respectfully requested to lend his influence, and the Congress of the United States is hereby respectfully requested to lend its influence, and the Congress of the United States is hereby memorialized and urged to give prompt and full consideration and to enact legislation, or otherwise take appropriate action to enable the proper agencies of the Federal Government to acquire, take over, and control said South Park area for said purposes and for a preserve for large game, fish, and fowl, and for the segregation and use of such other parts of said area for purposes most beneficial and for the best interests of the people and Government of the United States and for the people and government of the State of Colorado; be it further

Resolved, That copies of this memorial be forwarded to the President and to the Congress of the United States, and to the Honorable Harold L. Ickes, Secretary of the Interior; and to the Honorable Henry A. Wallace, Secretary of Agriculture; and to each of Colorado's Senators and Representatives in the National Congress.

The VICE PRESIDENT also laid before the Senate the following memorial of the House of Representatives of the State of Colorado, which was referred to the Committee on Finance:

Whereas widespread unemployment still exists throughout our land and only temporary, palliative and uneconomic measures, operating with borrowed money, have been taken to alleviate this condition; and

Whereas we are fully mindful that such measures were necessary and expedient under the desperate circumstances confronting this national administration; and

Whereas we believe that permanent, sound, and fundamental approach to the problem should now be devised to raise the buying power of labor and stabilize industrial balance for the future; and

Whereas there has been developed in Denver, Colo., a plan known as the Beatty prosperity plan, which plan is considered by many economists to be a scientific solution to our economic problems, and is one which does not favor any class or interests above another or seek to regiment labor or industry; and

Whereas we believe the subject matter of this plan is worthy of the earnest consideration of our Chief Executive and National Congress, in an effort on the part of the national administration to amend our Federal income-tax laws, to accomplish a more equitable distribution of wealth. Now, therefore, be it

Resolved, That the President of the United States and the Senate and House of Representatives of the United States Congress is hereby respectfully memorialized and urged to give consideration to the said Beatty prosperity plan, a copy of which is hereto attached; be it further

Resolved, That copies of this memorial and copies of the said Beatty prosperity plan be set forth in a pamphlet entitled "In-

dustrial Balance Through Tax and Wage Ratio" be forwarded forthwith to the President of the United States, the President of the United States Senate, the Speaker of the House of Representatives, and the Senators and Representatives of the State of Colorado in the National Congress.

The VICE PRESIDENT also laid before the Senate the following joint memorial of the Legislature of the State of Colorado, which was referred to the Committee on Interstate Commerce:

Whereas it has come to the attention of the members of the Thirtieth General Assembly of the State of Colorado, assembled in second extraordinary session, that Federal Coordinator of Transportation Joseph B. Eastman has submitted a plan for consolidation of railway terminals and consolidation of railways; and

Whereas said general assembly is opposed to such plan because due consideration is not given to employees and communities involved: Now, therefore, be it

Resolved by the house of representatives of the thirtieth general assembly (the senate concurring herein), That the President of the United States and the Congress of the United States be memorialized and urged to prevent the placing in operation of said plan by Coordinator of Transportation Joseph B. Eastman unless due consideration is given to all employees and communities which are affected by said plan; be it further

Resolved, That copies of this memorial be forwarded to the President of the United States and to the Senate and House of Representatives of the United States, and to each of the Colorado Representatives and Senators in the National Congress.

The VICE PRESIDENT also laid before the Senate the following joint resolution of the Legislature of the State of Colorado, which was referred to the Committee on Irrigation and Reclamation:

Whereas in the matter of the conservation and development of water, Colorado occupies a position of commanding importance by reason of the following facts:

1. That the State contains within its borders the crest of the Continental Divide, and that in the higher reaches of these mountains are the headwaters of many rivers of importance which flow across the four borders of the State into the Gulf of Mexico on the east and the Pacific on the west;

2. That because of its semiarid climate Colorado has imperative need for the highest and most beneficial use of these waters before they escape across its borders, and that through the development of irrigation works approximately 3,500,000 acres of fertile farm land are now being irrigated from these waters;

3. That this use of waters arising within the State is not largely a consumptive use, but that the greater part of waters used for irrigation returns eventually to the rivers through underground drainage and is available for use in the lower States;

4. That because of changed crop programs due to changing living and industrial conditions, these lands are now in desperate need of additional water supplies, not to provide for the cultivation of new lands but to assure permanent security to these lands which for many years have been and now are being farmed in crops adapted to existing conditions;

5. That the irrigation of lands from the direct flow of the rivers has reached its maximum development, and that additional water supplies henceforth must be secured by the construction of great storage reservoirs to impound the flood stages of the rivers for use during the irrigating seasons, when supplies now available are wholly inadequate;

6. That the construction of such reservoirs, in addition to adding to the security of many thousands of people dependent upon these waters for their livelihood, will constitute an important, and probably an indispensable, part of any program for the control of floods on the lower reaches of these rivers or the rivers to which they are tributary;

7. That the laws of Colorado permit the organization of water users competent to contract with the Reclamation Bureau, the Public Works Administration, and other Federal agencies;

8. That there are within the State six major river basins; that a comprehensive plan for the State-wide development of water resources and the elimination of sectionalism is now under way, and that the consummation of such plan by surveys and construction will effectually eliminate all sectional differences among the people of these river basins;

9. That the people of Colorado are not financially able to construct these essential storage works without the aid of the Federal Government, and that the Federal Government, because the element of flood control is a national, rather than a local, problem, can well afford to be just in the distribution of the costs of such works between its own agencies and those water users who will be directly benefited: Now, therefore, be it

Resolved by the house of representatives (the senate concurring), That the United States Government, through its proper agencies, be requested and urged to give to the conditions herein set forth the most serious consideration; that in any emergency or ordinary program of public works it give all possible aid to the dominant industry of Colorado and to the relief of the menace of recurrent floods on the lower rivers; that the United States Government participate to the fullest possible extent, through its proper agencies, in surveys to determine the present and future water needs of all sections of the State and the best possible method of conserving the waters arising within its boundaries and devoting them to beneficial use before they flow across its borders and are forever lost to the people of Colorado; that the United States Government, so far as is consistent with sound public policy and the use of public funds, aid in the construction of such works as are deemed essential to the development herein described, upon such just and equitable terms as may be agreed upon between the Government and all parties concerned; and be it further

Resolved, That copies of this joint resolution be sent to all Colorado Members of the United States Senate and House of Representatives, to the Secretary of the Interior, and to the President of the United States; and be it further

Resolved, That copies of this joint resolution, duly certified, be forwarded to the Secretary of the United States Senate and the Clerk of the House of Representatives, respectively, in Washington, with the request that they be read into the Journals of the said bodies.

The VICE PRESIDENT also laid before the Senate the following joint memorial of the Legislature of the State of Colorado, which was ordered to lie on the table:

Whereas there is now pending in the Congress of the United States H. R. 11172, known as the Starnes-Reynolds bill, which is a measure authorizing the prompt deportation from this country of criminal and other undesirable aliens and restricting immigration into the United States; and

Whereas there are now in the United States approximately 8,000,000 of aliens, three and one-half millions of whom are in this country illegally; and

Whereas of the many millions of unemployed more than one and one-half millions of those now on public relief and charity and who are costing the State and Federal Governments more than $500,000,000 yearly for support are aliens; and

Whereas the State of Colorado now has within its borders large numbers of criminal and otherwise undesirable aliens, who have become public charges and for whom the State must provide; and

Whereas the enactment into law of H. R. 11172, the Starnes-Reynolds bill, would permit the deportation from the State of Colorado of many of the said criminal and otherwise undesirable aliens illegally within the borders of the State: Now, therefore, be it

Resolved by the house of representatives of the thirtieth general assembly (the senate concurring herein), That the Congress of the United States is hereby respectfully memorialized and urged to enact into law the said H. R. 11172, the Starnes-Reynolds bill, to the end that the State of Colorado, with the other States, may receive the benefits from the operation of said laws; be it further

Resolved, That copies of this memorial be forwarded forthwith to the President of the Senate, to the Speaker of the House of Representatives of the Congress of the United States, and to the Senators and Representatives of the State of Colorado in the Congress of the United States.

The VICE PRESIDENT also laid before the Senate the petition of the Citizens' Joint Committee on Fiscal Relations Between the United States and the District of Columbia, signed by Edward F. Colladay, chairman, and so forth, Theodore W. Noyes, chairman of its executive committee, and other citizens, being presidents or chairmen of its constituent and cooperating organizations in the District, praying that while the lump-sum payment plan of Federal contribution toward National Capital upbuilding continues as the annual exceptional appropriation practice for the government of the District of Columbia (temporarily substituted by the Congress for the 60–40 definite proportionate contribution plan provided by the unrepealed substantive law of 1922) the amount of the lump-sum payment be substantially increased, which, with the accompanying paper, was referred to the Committee on Appropriations.

IMPORT DUTIES ON COTTON AND SILK LACES

Mr. GERRY. Mr. President, I have today received a number of telegrams from lace manufacturers in my State who are very much disturbed with reports of an impending reciprocal-trade agreement with France, reducing import duties on cotton and silk laces, which, if put into effect, will seriously cripple the lace-making industry and result in hundreds of employees being thrown out of employment in Rhode Island.

Reports of what it is understood will be the new tariff rates in effect upon the agreement taking effect, and what they will mean to my State, are set out in these telegrams, as well as in a telegram I received from the American Lace Manufacturers' Association, with headquarters in New York City, sent by Clement J. Driscoll, of that association, on behalf of the Rhode Island lace manufacturers, as stated.

I ask, Mr. President, that these telegrams be printed in full in the RECORD, with the signatures, and referred to the Committee on Foreign Relations.

There being no objection, the telegrams were referred to the Committee on Foreign Relations and ordered to be printed in the RECORD, as follows:

NEW YORK, N. Y., *April 3, 1936.*

Hon. PETER G. GERRY,
Senate Office Building, Washington, D. C.:

On behalf of undersigned lace manufacturers of Rhode Island and at their direction I am forwarding this plea for your assistance in the matter of the proposed reciprocal treaty with France as effective the lace industry. Advice from France indicates French reciprocal treaty will be signed within next few weeks and will contain tariff reduction on laces completely destructive of our industry. We have supplied reciprocal treaty committee with complete details, but under ruling of committee we can neither confer with its members nor obtain any information. If the treaty is effected with provisions reducing duty on products of 12-point machines to 60 percent and duty on all silk lace products regardless of machines upon which they are made to 65 percent our industry will be completely wiped out. The above rates are as we understand it the rates tentatively agreed upon. If these rates are included in the treaty the lace mills of Rhode Island will undoubtedly be wiped out. The lace manufacturers of Rhode Island direct me to plead with you for assistance. If you desire I shall be glad to confer with you further in Washington at such time as you may direct. This telegram is sent at the request of the following mills: American Textile Co.; Bodell Lace Co.; New England Lace Mills; Seekonk Lace Co., of Pawtucket; Bancroft Lace Co.; Levers Lace Co., Riverpoint Lace Works, of West Warwick; Beattie Lace Works; Bestwick Lace Works; Linwood Lace Co.; Washington Lace Works, of Washington; Rhode Island Lace Works, of West Barrington; Central Lace Works; United Nets Corporation, of Central Falls; Richmond Lace Works, of Alton.

CLEMENT J. DRISCOLL,
American Lace Manufacturers Association, New York, N. Y.

NEW YORK, N. Y., *April 3, 1936.*

Senator PETER G. GERRY,
Senate Office Building:

We are much disturbed by reports from France, reference to early conclusion of reciprocal-tariff treaty reducing duty on cotton laces made on 12-point machines to 60 percent and silk laces made on machines of any gage to 65 percent. Unable to obtain information from our officials. French Minister of Commerce predicted in address yesterday early conclusion of treaty. Believe lace industry in this country would be ruined by reduction of duties to above rates. Believe basing of duty on gage machines an impracticable method.

WINSLOW A. PARSONS,
Treasurer, Richmond Lace Works, Inc., Alton, R. I.

WARREN, R. I., *April 3, 1936.*

PETER G. GERRY,
Senate Office Building:

We learn from French sources that the French treaty is being put into effect within 2 weeks. If lace tariff has been reduced to 65 percent, as scheduled, it will absolutely prevent American lace manufacturers from competing with French laces. Our 250 employees will be thrown out of work. Please do everything possible to prevent treaty being put into force.

RHODE ISLAND LACE WORKS, INC.

WASHINGTON, R. I., *April 3, 1936.*

Hon. PETER G. GERRY,
Washington, D. C.:

Information received from France indicate French reciprocal treaty effective near future. Stated rates of 60 percent cotton and 65 percent silk will ruin the lace industry, resulting loss of work for several thousand people employed therein.

WASHINGTON LACE MILLS,
GEORGE CLARK.

WASHINGTON, R. I., *April 4, 1936.*

Senator PETER GERRY,
Washington, D. C.:

Regarding reciprocal tariff, understand our Commission returning from France with proposition to make duty on laces 60 percent 12 points and 65 percent 10 points. As domestic manufacturer, I earnestly request that you oppose signing by President of this agreement, as it will eventually destroy greater portion of our lace industry, due to fact our labor costs in this country are 300 percent higher than France.

HARRY GEHRING LINWOOD LACE WORKS.

PAWTUCKET, R. I., *April 3, 1936.*

Hon. PETER G. GERRY,
Senator, Washington, D. C.:

If the French reciprocal treaty should become effective, as it is indicated, for the near future, it will ruin our lace industry and result in thousands of people being idle. Please use all influence possible to save us from its drastic effects.

BODELL LACE, INC.,
BODELL.

PAWTUCKET, R. I., *April 3, 1936.*

Hon. PETER G. GERRY,
Senate Office Building:

Information received from France indicates French reciprocal treaty effective near future. Stated rates of 60 percent cotton and 65 percent silk will ruin our lace industry, with loss of employment to several thousand people, and make a junkyard out of our mill.

SEEKONK LACE CO.

PAWTUCKET, R. I., *April 3, 1936.*

Senator PETER G. GERRY,
Washington, D. C.:

Information received from France indicates French reciprocal treaty effctive near future. Will have drastic effect on lace industry and result in thousands of people being out of employment.

VALLEY & CENTRAL LACE WORKS,
NEWTON.

REPORTS OF COMMITTEES

Mr. SMITH, from the Committee on Agriculture and Forestry, to which was referred the bill (S. 4430) relating to compacts and agreements among States in which tobacco is produced providing for the control of production of, or commerce in, tobacco in such States, and for other purposes, reported it without amendment.

He also, from the same committee, to which was referred the resolution (S. Res. 265) directing the Secretary of Agriculture to furnish the Senate with certain information concerning producers (submitted by Mr. VANDENBERG on Mar. 23, 1936), reported it with amendments.

Mr. HATCH, from the Committee on Indian Affairs, to which was referred the bill (S. 4298) to authorize an appropriation to pay non-Indian claimants whose claims have been extinguished under the act of June 7, 1924, but who have been found entitled to awards under said act, as supplemented by the act of May 31, 1933, reported it without amendment and submitted a report (No. 1745) thereon.

MINNIE C. LAMB

Mr. PITTMAN submitted the following resolution (S. Res. 277), which was referred to the Committee to Audit and Control the Contingent Expenses of the Senate:

Resolved, That the Secretary of the Senate hereby is authorized and directed to pay from the appropriation for miscellaneous items, contingent fund of the Senate, fiscal year 1935, to Minnie C. Lamb, widow of Walter C. Lamb, late an assistant clerk to the Committee on Foreign Relations, a sum equal to 6 months' compensation at the rate he was receiving by law at the time of his death, less expenses incident to the last illness and the funeral of the deceased, and such personal debts and obligations of the deceased as the financial clerk of the Senate may consider should be paid out of such sum.

Mr. BYRNES, from the Committee to Audit and Control the Contingent Expenses of the Senate, to which was referred the foregoing resolution, subsequently reported it without amendment, and it was considered by unanimous consent and agreed to.

MISSOURI WILLIAMS

Mr. BYRNES. From the Committee to Audit and Control the Contingent Expenses of the Senate, I report back favorably, with an amendment, Senate Resolution 267 and ask for its present consideration.

The PRESIDING OFFICER (Mr. BACHMAN in the chair). The resolution will be read.

The legislative clerk read Senate Resolution 267, submitted by Mr. ASHURST on March 24, 1936, as follows:

Resolved, That the Secretary of the Senate hereby is authorized and directed to pay from the appropriation for miscellaneous items, contingent fund of the Senate, fiscal year 1935, to Missouri Williams, widow of the late Octavius Augustus Williams, an employee of the United States Senate, a sum equal to 6 months' compensation at the rate he was receiving by law at the time of his death, said sum to be considered inclusive of funeral expenses and all other allowances.

The PRESIDING OFFICER. Is there objection to the present consideration of the resolution?

There being no objection, the Senate proceeded to consider the resolution.

The PRESIDING OFFICER. The amendment reported by the committee will be stated.

The amendment was, on page 1, line 6, after the word "to", to strike out "6 months" and insert "1 year."

The amendment was agreed to.

The resolution, as amended, was agreed to.

IMPEACHMENT OF HALSTED L. RITTER—ADDITIONAL EXPENSES OF TRIAL

Mr. BYRNES. From the Committee to Audit and Control the Contingent Expenses of the Senate, I report back favorably, with an amendment, Senate Resolution 272, and ask for its present consideration.

The PRESIDING OFFICER. The resolution will be read.

The legislative clerk read Senate Resolution 272, submitted by Mr. ASHURST on March 31, 1936, as follows:

Resolved, That there is hereby authorized to be expended from the contingent fund of the Senate, to defray the expenses of the impeachment trial of Halsted L. Ritter, $15,000 in addition to the amount heretofore authorized for said purpose.

The PRESIDING OFFICER. Is there objection to the present consideration of the resolution?

There being no objection, the Senate will proceed to consider the resolution.

The PRESIDING OFFICER. The amendment reported by the committee will be stated.

The amendment was, on page 1, line 4, to strike out "$15,000" and insert "$10,000."

The amendment was agreed to.

The resolution, as amended, was agreed to.

EXECUTIVE REPORT OF A COMMITTEE

As in executive session,

Mr. McKELLAR, from the Committee on Post Offices and Post Roads, reported favorably the nomination of Marvin L. Sollmann to be postmaster at Anna, Ohio, in place of E. C. Ludwig, which was ordered to be placed on the Executive Calendar.

BILLS AND JOINT RESOLUTION INTRODUCED

Bills and a joint resolution were introduced, read the first time, and, by unanimous consent, the second time, and referred as follows:

By Mr. GUFFEY:

A bill (S. 4438) to authorize the Reconstruction Finance Corporation to cooperate with local banks in making rehabilitation loans to merchants whose properties were damaged or destroyed by floods during the year 1936; to the Committee on Banking and Currency.

By Mr. BONE:

A bill (S. 4439) granting a pension to Adah C. Seed; to the Committee on Pensions.

By Mr. SCHWELLENBACH:

A bill (S. 4440) to authorize municipal corporations in the Territory of Alaska to incur bonded indebtedness, and for other purposes; to the Committee on Territories and Insular Affairs.

By Mr. PITTMAN:

A joint resolution (S. J. Res. 248) to provide for participation by the United States in an inter-American conference to be held at Buenos Aires, Argentina, or at the capital of another American republic, in 1936; to the Committee on Foreign Relations.

AMENDMENTS TO STATE, JUSTICE, ETC., APPROPRIATION BILL

Mr. PITTMAN submitted amendments intended to be proposed by him to House bill 12098, the State, Justice, etc., Departments appropriation bill, which were referred to the Committee on Foreign Relations and ordered to be printed, as follows:

On page 29, line 25, after the words "Secretary of State", insert "$90,000 together with", and on page 30, line 2, after the figures "1936", strike out the words "is continued" and insert in lieu thereof the words "to remain."

On page 27, line 16, to insert the following:

"For the expenses of participation by the United States in an inter-American conference to be held at Buenos Aires, Argentina, or at the capital of another American republic, in 1936, including personal services in the District of Columbia or elsewhere without reference to the Classification Act of 1923, as amended; stenographic reporting and other services by contract, if deemed necessary, without regard to section 3709 of the Revised Statutes (U. S. C., title 41, sec. 5); rent; traveling expenses (and by indirect routes and by airplane if specifically authorized by the Secretary of State); hire, maintenance, and operation of motor-propelled passenger-carrying vehicles; equipment, purchase of necessary books, documents, newspapers, periodicals, and maps; stationery; official cards; entertainment; printing and binding; and such other expenses as may be authorized by the Secretary of State, including the reimbursement of other appropriations from which payments may have been made for any of the purposes herein specified, to be expended under the direction of the Secretary of State."

AGRICULTURAL DEPARTMENT APPROPRIATIONS

The PRESIDING OFFICER laid before the Senate the action of the House of Representatives disagreeing to the amendments of the Senate to the bill (H. R. 11418) making appropriations for the Department of Agriculture and for the Farm Credit Administration for the fiscal year ending June 30, 1937, and for other purposes, and requesting a conference with the Senate on the disagreeing votes of the two Houses thereon.

Mr. RUSSELL. I move that the Senate insist on its amendments, agree to the conference asked by the House on the disagreeing votes of the two Houses thereon, and that the Chair appoint the conferees on the part of the Senate.

The motion was agreed to; and the Presiding Officer appointed Mr. RUSSELL, Mr. HAYDEN, Mr. SMITH, Mr. KEYES, and Mr. McNARY conferees on the part of the Senate.

BENEFIT PAYMENTS UNDER AGRICULTURAL ADJUSTMENT ACT

Mr. VANDENBERG. Mr. President, the Secretary of Agriculture has made a preliminary report in response to Senate Resolution 265. I ask that it be printed in the RECORD.

The PRESIDING OFFICER. Without objection, it is so ordered.

The preliminary report is as follows:

Hon. ELLISON D. SMITH,
Chairman, Committee on Agriculture and Forestry,
United States Senate.

DEAR SENATOR SMITH: This is in response to the request from you as chairman of the Senate Committee on Agriculture and Forestry for a report of the attitude of the Department of Agriculture concerning Senate Resolution 265. This resolution proposes that the Secretary of Agriculture be directed to furnish to the Senate forthwith the name, address, and amount paid to each producer, exceeding $10,000, in each calendar year, under the provisions of the Agricultural Adjustment Act, as amended.

A preliminary report on the largest payments made by the Agricultural Adjustment Administration is transmitted herewith. Payments of more than $10,000 have been made in the programs for producers of each of the following commodities: Sugar, cotton, wheat, corn and hogs, tobacco, and rice. In the 1933 cotton program, for example, 46 payments out of a total of 1,031,549 payments exceeded $10,000. The proportion of large payments was much the greatest in connection with the sugar program, because of the extent to which sugar production has become a large-scale operation and has become concentrated in the hands of large corporations.

An examination of the different production-adjustment programs and a comparison of the size of payments with the acreages or production on which payments were based shows that the payments per acre or per unit of production, as the case might be, were uniform. The fact that some payments were much larger than others was directly and entirely due to the extent to which control of farm land and producing facilities had fallen into the hands of corporations, absentee owners, and large operators. This development, in turn, had been due in large part to the crushing effect of low prices of farm products on thousands of small farmers who were squeezed to a point where they lost their lands.

The adjustment programs, which were largely designed to preserve the family size farm as an American institution, have, I am glad to say, arrested this alarming development, which had been proceeding at an especially rapid rate in 1931 and 1932.

In order to lift farm prices sufficiently above the ruinous levels of 1932 to enable farmers to hold their lands, it was essential to carry out Nation-wide programs of production adjustment. This obviously would have been exceedingly difficult if not impossible if the largest producers were encouraged to continue with unlimited expansion of production, thus placing the whole burden of reduction, or the alternative burden of low prices, upon the small or average farmers. The only way to include large operators in the program, unless they were to be singled out to be the objects of coercive measures, was to compensate them as well as the other producers on the basis of actual, voluntary adjustments in production. The Adjustment Act did not make a distinction as between large and small producers, although landlords were required to divide their payments with the share tenants and share croppers on their land, and cash tenants were paid the entire payment.

The real significance of these large payments is not in the fact that, in paying uniform rates the Government made payments which varied with the number of acres or units of production involved, but rather the social and economic implications of such

concentration of the ownership and control of farm land as had come about previous to the launching of the adjustment programs in 1933.

Neither the act, nor the farmers using the act, regarded the payments as charity, but as a system of financing a practicable operation to control production and bring about improvement for the whole agricultural industry. One of the hard facts which the farmers in operating their programs had to face was the existence of processor control of large-scale farming units, particularly in the production of sugar and rice. Anyone contending that payments large enough to bring big operators into the programs should not have been made, should be ready to propose either a method of breaking up these large-scale holdings, or a plan of production adjustment which would have worked without their being included.

Whether or not Senate Resolution 265 is adopted, the Department of Agriculture will make available to the Senate and to the public, as soon as the information can be obtained without delaying disbursements authorized by Congress to farmers who in good faith carried out provisions of the production-control programs, a much more comprehensive report than is called for by the resolution.

The report of the Department of Agriculture will include a classification of payments as to amounts, showing not only those in excess of $10,000, to which Senate Resolution 265 is confined, but also the number and amounts of large payments in brackets less than $10,000, and the number and amounts of smaller checks.

As to publication of the names and addresses of recipients of checks the Agricultural Adjustment Administration feels that this is a matter of policy which is very properly a prerogative of Congress to determine.

If the Senate desires a report to include the names and addresses which Senate Resolution 265 proposes to call for; that is, the recipients of checks of more than $10,000; the administration has no objection whatever to furnishing them, in addition to the information it will publish in any event. The Department merely requests time to prepare an accurate report, and wishes the gathering of information to interfere as little as possible with disbursements owing farmers who cooperated in production-control programs.

While the Agricultural Adjustment Administration believes that publication of such information is a matter of policy lying clearly within the prerogatives of Congress, its own view had been that it should not itself publish this information while the payments were being disbursed among farmers.

The Adjustment Administration has received floods of requests for names, addresses, and amounts of disbursements. Many of these requests came verbally or otherwise from interests which wished to use the information to exploit the farmers commercially, from creditors who wished to collect debts, or from those who apparently thought they could derive some financial, political, or other personal advantage from possession and use of information concerning payments to individuals.

In some instances, requests were even made for advance information on disbursements, so that those who possessed this knowledge might have their agents ready in the field, prepared to begin exploitation of the farmers as fast as the checks arrived.

Although careful steps were taken for accurate accounting of all funds, partly with a view to ultimate publication of comprehensive information, the Adjustment Administration declined to make contemporary release of names, addresses, and amounts of individual payments, because it did not wish to be a party to the commercial and other exploitation to which farmers, by such a practice, would have been exposed.

Instead the Agricultural Adjustment Administration has made public voluminous reports showing the total amount of payments disbursed in every State and in every county each month. These monthly reports have been released as soon as the information could be compiled, or 4 to 7 weeks after the close of the month covered by the report. In all the principal production-control programs, the county production-control committees, composed of farmers, checked and approved the conditions of payment and the amount of each check disbursed in the county and complete records were kept by the farmers' committees of all these transactions. They were scrutinized and approved by State committees and audited in Washington.

In the sugar program, carried out under provisions of the Agricultural Adjustment and Jones-Costigan Acts, there were localities in which the actual producer entitled to the payment was a corporation, and where the farmers' committee form of local administration could not apply. All payments to Hawaiian sugar corporations and the large payment to the corporation operating in Florida referred to later in this report were referred to the General Accounting Office for approval by the Comptroller General before disbursement.

A resolution similar to Senate Resolution 265, except that it would have called for a report on payments above $2,000 instead of $10,000, was introduced in the House in February as House Resolution 462. The House resolution was reported adversely by the House Committee on Agriculture, and the House voted to sustain the adverse committee report.

Approximately 6,900,000 contracts have been signed by producers with the Secretary under the agricultural-adjustment programs. The information concerning payments under these contracts is tabulated on probably about 20,000,000 punch cards.

If the House Resolution had been adopted, and if it were interpreted to require an immediate cross-check of contracts to disclose total amounts over $2,000 paid to producers or landlords having an interest in more than one contract in more than one county or State, a substantial percentage of machinery and equipment would have been tied up, and checks owing farmers would have been delayed for weeks.

To get the information Senate Resolution 265 proposes to ask for, would require somewhat less time because of the smaller number of checks in the bracket above $10,000. Including 3 weeks to run cards through the sorting machines, the information could be assembled within probably 6 weeks without using an average of much over 100 employees for the task, provided the resolution be so worded as not to require a cross-check over county and State lines to show the total amounts paid to the same individual operating in different counties.

Such a report would give a fairly clear picture of relative amounts of payments, and the names and addresses of recipients could be made readily available to the Senate if desired. A report by counties would fail, however, to disclose total amounts paid multiple landlords, such as insurance companies which shared payments with crop-share tenants on the same basis as the crop was shared, or of owners operating farms in more than one county. But while such a report would not disclose this particular information, we wish to point out that the cross-checking of contracts between counties would require the greatest amount of time, and might cause more delay in payments to farmers than the additional information obtained would at present justify.

While it will take some weeks to make a systematic and complete classification of payments by amounts and counties, the Agricultural Adjustment Administration always has exercised special care in checking the larger contracts and, therefore, already has available considerable information in satisfactory form as to the largest payments. Although this information is not all tabulated and has not been checked officially against the records of the 6,900,000 contracts, it still is believed to be sufficiently accurate so far as it goes to answer some of the questions that have been raised.

I am supplying these facts so far as I have them. The data are not uniform as to commodities, since they are based on records available in the different commodity divisions. Inasmuch as the Adjustment Administration has not up to this time decided to make public names of recipients, they are not included. But the names of recipients of the largest payments cited in this report can be supplied if the Senate wishes.

The most comprehensive records thus far available cover payments made in the 1933 cotton-adjustment program. This has been prepared in table form. It shows the payments classified by amounts up to $10,000 and over, and represents a beginning in the kind of a study we are having made as to the other programs, not only for 1933 but for 1934 and 1935 operations of the adjustment programs. Any kind of a report or break-down of the 1933 cotton payments above $10,000 that may be desired can be quickly supplied.

Out of a total of 1,031,549 cotton payments under 1933 contracts, 46 were in the bracket above $10,000, and 227 were between $5,000 and $10,000. Of a total of $112,794,039 in payments to all cotton farmers, $818,656, or about seven-tenths of 1 percent, was paid in the bracket above $10,000, and $1,484,194, or somewhat more than 1.3 percent was paid in the bracket between $5,000 and $10,000. The average payment in the highest bracket was $17,797.

The complete table follows, as page 4–A.

United States summary—Number of offers accepted, with acres planted, acres offered, reduction in production (bales), total cash payment, and size of payments, 1933 cotton-reduction program (as of Apr. 30, 1934)

Size of payment	Number of offers	Acres planted	Acres offered	Reduction in production	Cash payment
Total	1,031,549	29,895,033	10,479,866	3,983,126	$112,794,039
Under $24.99	132,016	905,493	285,664	101,106	2,593,834
$25 to $49.99	301,135	3,400,770	1,148,214	404,929	11,034,109
$50 to $74.99	199,137	3,380,880	1,161,204	425,518	12,096,464
$75 to $99.99	99,787	2,390,741	827,481	301,421	8,593,489
$100 to $124.99	77,777	2,277,002	794,196	301,535	8,559,664
$125 to $149.99	39,809	1,449,018	510,709	180,403	5,432,287
$150 to $174.99	35,806	1,489,307	519,956	195,602	5,736,316
$175 to $199.99	19,380	1,022,163	366,525	126,797	3,563,619
$200 to $224.99	28,345	1,520,607	535,604	195,824	5,946,337
$225 to $249.99	11,185	740,459	268,261	92,521	2,654,205
$250 to $274.99	10,366	686,359	242,647	97,341	2,684,623
$275 to $299.99	10,904	800,149	286,987	100,475	3,054,038
$300 to $324.99	9,070	722,168	259,768	99,149	2,795,522
$325 to $349.99	6,594	516,790	182,879	70,841	2,204,546
$350 to $374.99	7,045	650,691	239,477	85,986	2,514,621
$375 to $399.99	2,787	275,879	100,771	36,820	1,078,973
$400 to $424.99	6,396	622,405	229,364	87,808	2,616,394
$425 to $449.99	3,798	381,132	137,898	53,850	1,657,049
$450 to $474.99	1,854	224,243	85,757	28,743	850,236
$475 to $499.99	2,553	313,279	115,977	45,353	1,241,507
$500 to $599.99	7,604	944,421	349,003	135,272	4,084,721
$600 to $699.99	4,517	675,935	249,411	102,084	2,869,637
$700 to $799.99	3,092	534,546	197,283	79,110	2,262,278
$800 to $899.99	2,316	446,320	164,993	66,675	1,934,929
$900 to $999.99	1,262	284,566	103,328	44,306	1,182,035
$1,000 to $1,499.99	3,876	1,089,024	384,931	167,473	4,567,622
$1,500 to $1,999.99	1,302	533,865	181,298	85,723	2,195,961
$2,000 to $2,499.99	705	382,961	129,300	61,621	1,551,598
$2,500 to $4,999.99	858	703,150	235,195	114,676	2,868,606
$5,000 to $9,999.99	227	354,532	121,468	60,837	1,484,194
$10,,000 and over	46	176,178	64,317	33,377	818,656

Federal loans made to large operators prior to March 4, 1933, including production loans of regional agricultural credit corporations using Reconstruction Finance Corporation funds and seed loans which in 1932 were made to producers under agreements to reduce cotton production 35 percent, were in part secured by the 1933 cotton crop. Therefore the three highest 1933 cotton payments, as well as smaller ones, were made jointly payable to the producers and to the Farm Credit Administration which, on May 25, 1933, had assumed farm credit functions formerly exercised by the Reconstruction Finance Corporation, the Department of Agriculture, and the Federal Farm Board. In this way the Federal Government protected through the 1933 cotton program credit advances made in that and earlier years.

The highest rental payment in the 1933 cotton program was made jointly to the Federal Farm Credit Administration and an Arkansas company engaged in production of cotton. This payment was for $84,000, and the entire amount was used to pay off a Government loan taken over by the Farm Credit Administration.

The next highest rental payment was for $80,000, paid to another Arkansas concern, and the whole amount was paid to the Farm Credit Administration to satisfy a Government loan made in February 1933.

The third largest 1933 cotton payment was paid jointly to a Mississippi company and the Farm Credit Administration. As was announced in June of 1933, Oscar Johnston, of Mississippi, nationally known cotton expert, manager of the Federal Cotton Pool and associated since June of 1933 with the Agricultural Adjustment Administration, is president of this company. The payment to this company amounted to $54,200, and the entire sum was paid over to the Farm Credit Administration, joint payee. On February 21, 1933, this company had been granted a Federal production loan of $250,000 through the regional agricultural credit corporation with Reconstruction Finance Corporation funds.

Before checks made jointly payable to Federal lending agencies were released, operators were required to settle with their tenants and croppers, who were entitled to a percentage of the proceeds of the check equivalent to the percentage of the crop shared by each. Large producers, as well as all other producers in the 1933 cotton program, were required to certify in their compliance forms that payments had been shared with tenants and croppers in the manner provided, and the tenants were required to acknowledge that proper settlement had been made. This required the Arkansas company receiving the $84,000 rental payment to share it with 1,125 tenants and share croppers. It required the Arkansas company receiving the $80,000 rental payment to share with 400 tenants and croppers. It required the Mississippi company receiving the third highest payment to share with 1,300 tenants and croppers. The payments were required to be divided between landlord and tenants or croppers as the proceeds of the crop were divided. The Arkansas company receiving the $84,000 payment, and the Mississippi company, chose, as many other producers did, to take their payment partly in cash rental and partly in options on Farm Board cotton at 6 cents per pound.

On the increase of cotton prices above Farm Board values which accompanied the 1933 cotton program, the value of options was realizable by producers either by sale or by their use as collateral for Federal loans. If these companies had taken their entire 1933 compensation in cash rental payments instead of partly in options, the amounts of cash rental payments would have been about $56,000 more for the Arkansas company, and about $37,000 higher for the Mississippi company.

The fourth highest cotton rental payment in 1933 was paid to the Mississippi State penitentiary, for a reduction of 3,600 acres in its 1933 cotton acreage. The payment was $43,200. A similar payment of $25,500 was made in 1933 to the Arkansas penal institution.

In the 1934 cotton program the Arkansas company receiving the largest payment in 1933 received $115,700. The property of the Arkansas company receiving the second highest 1933 payment was divided into smaller properties in 1934. The Mississippi company received $123,747 in its 1934 payment.

In general, the 1933 cotton payments averaged higher, when option values were included, than payments in the 1934 and 1935 cotton programs.

Voluminous and detailed summaries by States have been compiled as to 1933 cotton payments, and are attached hereto in photostat form. Anyone who wishes to study these records can readily obtain from them detailed information concerning the 1933 payments.

No such compilation covering the whole agricultural-adjustment program is available. However, the following information is submitted as to payments in programs other than cotton.

WHEAT

The largest wheat payment for a single year under the program totaled $29,398.32. This was paid to a California farming concern. Of the sum, which covered the second 1934 and the first 1935 wheat payments, the landlord got $5,870.06 and the tenant, $23,528.26.

The second highest wheat payment was paid to the operator of a number of farms in Washington. Unofficial check shows $26,022.06 paid to cover the second 1934 and first 1935 payments.

The third largest payment was made to a California bank, which was the owner-operator of large wheat acreage. The total covering the second 1934 and first 1935 payments was $23,845.22.

There were also payments to a large Montana farmer, operating partly as an owner and partly as a tenant on Indian lands, of $22,325.82, covering the second 1934 and first 1935 payments.

The number of wheat payments, covering the second 1934 and first 1935 installments, which exceeded $10,000 is shown to be seven by preliminary reports, which, however, do not include a cross-check over county and State lines on possible multiple landholders.

The seven large checks were out of a total number of wheat contracts exceeding 580,000 in 1934. Under the wheat program, cash tenants got the entire payment, and share tenants shared in the payment as they shared in the crop.

CORN-HOGS

There were 19 corn-hog contracts in 1934 on which the total payment was in excess of $10,000. There were 1,155,294 contracts finally accepted under the corn-hog program for that year. There were no corn payments in excess of $10,000. These 19 large hog raisers met all the requirements of the program, and their figures were given a supplementary check here in Washington before any payments were made. In 1935 the hog payments were only two-fifths of those made in 1934, so that only two payments were made in 1935 in excess of $10,000. There were eight 1934 contracts in excess of $16,000. There was one contract between $15,000 and $16 000; two contracts between $14,000 and $15,000; two between $13,000 and $14,000; one between $12,000 and $13,000; three between $11,000 and $12,000; and two between $10,000 and $11,000.

The largest payment, which exceeded $150,000, was made to a California farming corporation. This farm, like all of the other 19 farms on which the payment was in excess of $10,000, raised and fed out to a large number of hogs on garbage. It is the largest hog farm in the world. Between 5,000 and 6,000 sows farrow two litters of pigs a year. This company has acres of concrete feeding floors and large farrowing houses. They employ a large force of labor who take care of these hogs and clean the pens daily. At times the purchase large quantities of corn and barley to supplement their garbage. There are 445 acres all devoted to buildings, feed lots, roads, and lanes. They maintain a very well equipped office and have fine records, with original sales slips showing the disposal of all hogs which were sold to established packing plants. Their records for the establishment of their hog base were carefully checked.

Like all of the farms through the Corn Belt, these large companies were adversely affected by the low price of hogs during the period 1930–33, and the Government program helped them to stay in business and kept their help employed. This company was paid approximately $157,020, less administrative expenses, on a hog base of 41,872.

The second largest payment was made to a farming company in New Jersey of approximately $49,194.38, less administrative expenses. This concern feeds a great deal of garbage from the greater New York area, and has a large investment in sheds, feed lots, and equipment. All their records were very carefully checked. The hog base was 13,118.

The third largest payment was made to a hog company in California of approximately $22,623.75, less administrative expenses, on a hog base of 6,033 hogs. The fourth largest payment was made to a Massachusetts producer of approximately $19,098.75, less administrative expenses, on a base of 5,093 hogs. The fifth largest payment was made to a California producer of approximately $17,838.75, less administrative expenses, on a base of 5,111 hogs.

As to landlords, they shared payments with share tenants as their interest in the crop was shared. Cash tenants received the entire payment.

TOBACCO

Except for cigar leaf, there were no production adjustment programs for tobacco in 1933.

The total number of contracts in all tobacco programs in 1934 was 288,908. The total amount of payments to producers participating in the 1934 tobacco programs was $43,136,860.08.

The largest 1934 tobacco payment was to a Florida concern operating 49 farms totaling 29,158 acres. The total of 1934 payments to this concern was $41,454. The second largest 1934 payment was to a Connecticut company for $20,530.91. Payments totaling $16,843, $13,263, and $15,450.30 were made, respectively, to one grower in South Carolina and two in Kentucky. The information as to these payments follows in tabular form:

	Total 1934 payments to grower	Number of farms	Number of acres
Florida concern	$41,454.00	49	29,158
Connecticut concern	20,530.91	(1)	(1)
Kentucky grower	[2] 15,450.38	22	7,043
Do	[3] 13,263.20	(1)	3,307
South Carolina grower	[4] 16,843.79	135	14,521

[1] Information not yet available.
[2] $11,592.38 of this amount was shared by 48 share tenants and share croppers.
[3] $11,393.20 of this amount was shared by 4 share tenants and share croppers.
[4] $12,647.79 of this amount was shared by 139 share tenants and share croppers.

RICE

The rice production adjustment program was in effect only in 1935.

The 1935 rice program offered assistance not only to owner-producers, but to producers operating as tenants on corporation holdings.

The rice program provided for the lumping into a single contract all of an individual's or a corporation's rice operations.

Cooperating share-tenants on these operations received their individual checks in their own names.

Nineteen out of 10,659 contracts (or less than two-tenths of 1 percent) for 1935 amounted to more than $25,000. All of the contracts listed belonged to corporate landlords and canal companies which furnished land and/or water to large numbers of producers on a shore basis. One Louisiana company, for example, operated through 650 share tenants.

Listed below by States are the preliminary records of rice producers whose 1935 adjustment contracts were in excess of $25,000, together with the acreage planted to rice on which those payments

State	Acreage allotment	1935 payment
Louisiana	4,670	$59,285.01
Do	5,528	54,453.81
Do	3,372	41,595.04
Do	3,015	31,511.27
Do	3,379	31,202.48
Do	3,331	27,820.22
Do	2,981	24,489.60
Arkansas	2,205	28,261.20
Texas	3,584	50,983.77
Do	3,368	45,870.62
Do	2,586	40,668.66
Do	3,147	38,472.00
Do	2,451	37,379.35
Do	2,301	30,185.22
Do	1,910	26,896.94
California	2,579	63,768.75
Do	1,739	33,606.75
Do	1,403	31,896.75
Do	1,245	31,138.50

PEANUTS

In connection with the peanut production adjustment program, out of a total of approximately 40,000 contracts, the largest payment was less than $3,000 under the production-adjustment contract.

SUGAR

The sugar program differed from the other programs and involved some payments of much larger amounts than were made in any of the other programs.

The reason for this is that corporate production is more commonly carried on in sugar than in any other kind of agricultural production. This is especially true of sugarcane.

The sugar program was designed to assist producers in continental United States and the insular producing regions. To accomplish this purpose it sought to reduce the burdensome surpluses overhanging the American market and stabilize the price to give relief to domestic and insular producers without injuring consumers.

It was essential, in order to do this, to have the cooperation of the principal insular producers, which frequently were corporations.

The benefits of the program to small and large holders of 77,000 beet-sugar contracts and about 10,000 sugarcane contracts within continental United States depended for effectiveness upon surplus reductions in insular regions, where corporate production was most common. For example, all of Hawaii's sugar is produced by only 39 producing concerns, which together produce about 13 percent of all the sugar consumed in the United States.

Under the quota system it would have been possible for the large producers owning mills to expand their production, to the exclusion of the small, independent producer, if the burden of restriction had not been equally distributed through the medium of production-adjustment contracts. In other words, if the production-adjustment contract had not been employed, corporation producers could have secured the total benefits of and advantageous price due to quota controls, while the uncompensated burden of restriction would have fallen on small producers.

Although the control system necessitated large payments to corporations, whenever such payments were made provisions were included in contracts to require that the program's benefits would be passed on to tenants, sharecroppers, and laborers, so that these classes would share in the results of the program.

Hence in these instances the program included prohibition of child labor less than 14 years old, limiting the hours of employees 14 to 16 years old to 8 hours per day, provisions for fixing wages of labor, and to assure payment of wage bills before Government payments were disbursed to the employers.

In addition to other conditions which virtually necessitated offers of contracts to large corporations producing sugar, the Jones-Costigan Act authorized the return to Puerto Rico of processing taxes collected on Puerto Rico sugar and expenditure of these funds either in the form of payments to producers or for the general benefit of agriculture in Puerto Rico. This same provision applied to Hawaii and the Philippine Islands. This meant that in Hawaii, where all sugar production is by corporations, and in Puerto Rico, where it is handled to a large extent by corporations, payments would have to be offered to corporations if production adjustment were to be attempted at all in those islands.

PUERTO RICO

One Puerto Rican producer has been paid $961,064. Payment was made at the rate of $4 per ton on 240,660 tons of surplus sugarcane of the 1934–35 crop in accordance with public notice over a year ago that $4 per ton would be paid to Puerto Rican producers on their cane which, because of the sugar quotas, could not be ground into sugar.

The largest corporation in Puerto Rico, which would have received a considerably larger payment, did not consider that the sugar contract, with its provisions for passing benefits along to labor in higher wages, and the curtailment of production, offered sufficient inducement to the corporation. Hence it refused to sign the contract.

As this report is being written, a preliminary list is available of advance 1935 payments over $10,000 in Puerto Rico. The 1935 advance payment is included in the $961,064 referred to above as the largest sum having been paid to any one corporation. The total payments, however, in most cases could be about five to six times the individual figure given as the advance payment in the following table:

Puerto Rico payments over $10,000—advance 1935 payment

Puerto Rico	$45,533.40
Do	30,432.60
Do	26,686.68
Do	41,030.04
Do	10,597.14
Do	53,023.20
Do	20,404.50
Do	32,064.24
Do	18,304.62
Do	34,690.80
Do	21,359.46
Do	13,245.30
Do	103,667.94
Do	14,970.60
Do	103,015.80
Do	30,111.00
Do	23,751.84
Do	13,555.38
Do	12,634.32
Do	10,928.40
Do	11,646.90
Do	99,617.28
Do	33,522.60
Do	21,354.54
Do	19,507.02
Do	24,423.78
Do	32,576.28
Do	28,495.50
Total	931,151.16

List of sugar-beet total payments over $10,000

State	Number of parties to contract	Advance 1934 payment	Compliance 1935 payment	Total payment
California	1	$14,664.00		$14,664.00
Do	22	15,657.60		15,657.60
Do	2	11,356.00	$25,296.10	36,652.10
Do	4	12,675.00	29,207.83	41,882.83
Do	4	15,510.00	31,326.69	46,836.69
Do	4	14,248.50	40,129.51	54,378.01
Do	1	16,088.80	25,861.05	41,949.85
Do	9	12,212.96		12,212.96
Do	12	12,519.00	32,089.35	44,608.35
Do	6	11,168.00	23,285.34	34,453.34
Do	7	12,694.00	21,210.60	33,904.60
Do	3	12,304.00		12,304.00
Do	1	25,870.00	66,367.72	92,237.72
Do	3	11,565.00		11,565.00
Do			23,058.00	23,058.00
Do	1	400.00	10,567.80	10,967.80
Do	1	9,000.00	19,717.75	28,717.75
Do	1	6,680.00	13,014.98	19,694.98
Do	2	5,400.00	12,361.73	17,761.73
Do	2	4,800.00	11,121.83	15,921.83
Do	1	8,752.00	28,904.20	37,656.20
Do	1	4,862.00	12,193.03	17,055.03
Do	4	4,590.00	12,261.86	16,851.86
Do	1	2,508.00	11,198.61	13,706.61
Do	7	6,580.00	12,630.19	19,210.19
Colorado	6	25,326.00	40,179.25	65,505.25
Total	105	277,430.86	501,983.42	779,414.28

In Louisiana and Florida the bulk of the cane is grown by companies, and such processor-growers have received large checks. The largest one is to a sugar corporation in Florida, which has received to date $1,067,665 in three checks. This company employs about 3,000 laborers during the active crop season, and under the contract the company agreed to pay wages established by the Secretary of Agriculture and to maintain standards as to labor conditions and child labor.

List of sugar payments over $10,000 in Louisiana

State	Number of parties to contract	Advance 1934 payment	Compliance 1935 payment	Total payment
Louisiana	1	$14,036.20	$28,731.04	$42,767.24
Do	2	10,286.00	11,943.72	22,229.72
Do	3	14,207.50	25,834.32	40,041.82
Do	1	34,891.50	39,248.98	74,140.48
Do	1	12,569.00	14,636.50	27,205.50

List of sugar payments over $10,000 in Louisiana—Continued

State	Number of parties to contract	Advance 1934 payment	Compliance 1935 payment	Total payment
Louisiana	6	$15,272.00	$30,299.57	$45,571.57
Do	2	17,529.40	29,702.23	47,231.63
Do	5	28,969.00	26,944.32	55,913.32
Do	1	14,624.50	15,163.99	29,788.49
Do	1	49,954.00	120,722.16	170,676.16
Do	3	11,863.50	32,793.66	44,657.16
Do	18	18,996.20	39,732.28	58,728.48
Do	2	63,186.00	118,337.11	181,523.11
Do	13	13,647.00		13,647.00
Do		20,301.20	24,400.65	44,701.85
Do	4	22,803.00	47,296.75	70,099.75
Do	17	23,249.50	40,953.78	64,203.28
Do	1	30,321.00	55,747.43	86,068.43
Do	1	46,100.00	63,759.14	109,859.14
Do	1	16,645.00	29,948.82	46,593.82
Do	1	21,088.00	15,292.21	36,380.21
Do	1	15,684.00	25,298.96	40,982.96
Do	5	18,485.60	39,200.21	57,685.81
Do	1	13,121.00	15,950.18	29,071.18
Do	1	12,812.70	19,640.21	32,452.91
Do	1	18,645.20	37,219.26	55,864.46
Do	1	13,703.20	22,849.96	36,553.16
Do	1	15,192.20	12,760.80	27,953.00
Do	1	34,771.00	66,753.72	101,524.72
Do	1	19,119.20	46,822.77	65,941.97
Do	3	24,846.20	59,689.34	84,535.54
Do	1	12,670.00	26,516.06	39,186.06
Do	2	11,881.00	21,181.76	33,062.76
Do	1	84,926.50	171,084.06	256,010.56
Do	1	75,454.00	121,879.49	197,333.49
Do	6	24,326.20	46,148.70	70,474.90
Do	1	13,192.50	22,153.30	35,345.80
Do	2	13,834.00	18,974.29	32,808.29
Do	1	13,390.00	22,146.40	35,536.40
Do	1	12,776.60	11,903.37	24,679.97
Do	1	25,745.80	43,236.83	68,982.63
Do	1	9,320.50	10,466.51	19,787.01
Do	1	5,142.00	10,143.72	15,285.72
Do	1	5,272.50	10,191.39	15,463.89
Do	3	8,983.80	16,190.61	25,174.41
Do	16	5,567.70	13,209.14	18,776.84
Do	13	3,991.40	11,386.30	15,377.70
Do	21	11,732.00	26,548.02	38,280.02
Do	5	8,785.00	14,232.83	23,017.83
Do	2	6,082.00	13,782.83	19,864.83
Do	2	351.30	39,114.00	39,465.30
Do	29	5,003.00	13,982.04	18,985.04
Do	2	130.80	11,950.85	12,081.65
Do	1	6,450.00	11,394.79	17,844.79
Do	1	50,570.80	77,222.34	127,793.14
Do	1	7,744.40	12,361.99	20,106.39
Do	1	20,342.30	16,694.64	37,036.94
Do	2	8,993.00	20,279.43	29,272.43
Do	1	5,828.80	11,837.98	17,666.78
Do	3	9,353.00	12,076.87	21,429.87
Do	1	4,260.50	10,402.15	14,662.65
Do	1	3,823.40	11,366.32	15,189.72
Do	1	4,066.30	11,681.41	15,747.71
Do	5	7,673.30	19,317.78	26,991.08
Do	1	4,655.00	10,006.25	14,661.25
Do	1	5,001.60	10,682.16	15,683.76
Do	1	9,473.00	20,925.48	30,398.48
Do	1	9,004.20	14,886.15	23,890.35
Do	1	4,900.00	11,096.19	15,996.19
Do	1	9,448.40	18,616.15	28,064.55
Do	1	7,074.40	15,203.42	22,277.82
Do	1	5,254.00	12,785.71	18,039.71
Do	1	9,593.00	25,631.87	35,224.87
Do	4	7,145.60	11,395.21	18,540.81
Total	244	1,246,133.40	2,219,960.86	3,466,094.26

HAWAII

In Hawaii there are only 39 plantation producers, all of them large enterprises. The largest plantation produced approximately 80,000 tons of sugar annually. The checks were all very large, the highest single check being $470,313. In this case the total payments made thus far amount to $862,460.06. The estimated total payments for the life of the adjustment program, however, including one payment still to be made, will amount to $1,022,037.87. This plantation in 1936 produced 1.25 percent of the total sugar consumed annually in the United States and has about 3,000 year-around employees sharing in the benefits of the program.

By the terms of the contract the plantation producers agreed that they would make the necessary reduction in sugarcane on plantation land and not on that of the 3,500 small adherent planters who were paid a share of the benefit payments by the companies.

The owners of these 39 large plantations also agreed that they would bring about "reduction in production required by the contract in such manner as to cause the least labor, economic, and social disturbance", and they followed out a policy of not reducing the number of workers employed on the several plantations by reason of such reduction in production, or because of any provision of the production-adjustment contract. In addition, the contract included labor provisions which prohibited the employment of children under 14 years of age and limited labor of children between 14 and 16 years of age to 8 hours a day. It also provided that the Secretary adjudicate labor and contract disputes. Furthermore, the plantation producers inaugurated a bonus-payment plan in which the 50,000 laborers on the plantations participated in payments made to adherent planters. If the adjustment programs had not been interrupted by court action it was estimated that the increase in the annual pay roll would have amounted to between $2,500,000 and $3,000,000 a year as a result of this bonus plan.

PHILIPPINE ISLANDS

In the Philippine Islands the checks were disbursed almost entirely to small growers since there are very few companies which grow any cane.

While the foregoing data give, I believe, a comprehensive idea of the largest payments under the adjustment programs, the studies of the programs now begun will within a reasonable time provide much more detailed and voluminous information. Since disbursement of most of the payments under the production-control programs probably will have been completed within the next several weeks, and payments under the soil-conservation program probably will not start so soon, the Adjustment Administration will be in position to devote equipment and personnel to the large task of compilation.

The Agricultural Adjustment Administration would appreciate an opportunity to proceed with disbursement of payments still due farmers under the production control programs without the delay which would result from the necessity to devote equipment to an immediate cross-check of all payments over county lines.

From the scope of the information herewith submitted it will be evident that considerable time will be required to compile official and complete reports. The Adjustment Administration requests that it be given time to do this properly so as to utilize equipment when not needed for work in connection with disbursement of payments now due, hence avoiding a tie-up of operations.

The public report which the Adjustment Administration will make whether or not Resolution 265 is adopted will give accurate and comprehensive data on payments. Obviously the Congress and the public are entitled to know how public funds are spent so as to be able to judge whether they are spent properly and in accordance with law.

I would be pleased to know whether the Senate interprets the foregoing principle to mean that the Adjustment Administration in preparing its reports should depart from its former policy and publish names of recipients of payments. The summary of payments in the 1933 cotton program shows that a report of recipients of payments over $1,000 would mean publishing a list of 7,014 producers' names merely for this one program for a single year.

Since most of the money will long ago have reached producers and opportunities that publicity would give for high-pressure commercial exploitation of recipients will have largely passed, some of the original reasons for disinclination to make public the names will no longer apply.

From the standpoint of economy it would, we believe, be inadvisable to attempt to publish the names of the several million farmers who have received payments due them under adjustment programs. Therefore, if Congress believes that it is in the public interest to make the names of recipients of A. A. A. payments public, our proposal would be to publish in the Adjustment Administration's report, when the information can be assembled, the names of those who in any year's operation of any program received more than $1,000, with the amount paid in each instance.

Sincerely yours,

H. A. WALLACE,
Secretary.

SUPPORT OF PRESIDENT ROOSEVELT—EDITORIAL FROM CHARLESTON GAZETTE

Mr. HOLT. Mr. President, I ask unanimous consent to have printed in the RECORD an editorial entitled "Not That Dumb", published in the Charleston Gazette of the 4th instant.

There being no objection, the editorial was ordered to be printed in the RECORD, as follows:

[From the Charleston (W. Va.) Gazette of Apr. 4, 1936]

NOT THAT DUMB

A lot of our Representatives in Washington who are seeking so desperately to succeed themselves are yelling themselves purple in the face avowing their loyalty and devotion to the President.

The reason is obvious; the President will be the issue this fall and they want to ride into office on his coattails.

But regardless of how much they affirm their allegiance, nor how loudly they praise him, they should not make the fatal error of thinking the people of this State are so dumb as to forget one very important thing.

West Virginians may listen to the protestations of loyalty to President Roosevelt, but they have not forgotten that in the time of crisis, when his fondest hope lay in the balance, a good many of those who holler now for Mr. Roosevelt voted to defeat his utility holding-company bill.

The people may be dumb but they are not dumb enough to swallow words when acts speak so loudly.

FAIRMONT (W. VA.) TIMES AND THE UNITED MINE WORKERS

Mr. HOLT. Mr. President, I ask unanimous consent to have printed in the RECORD an excerpt from hearing before

a Senate committee in 1928, being the testimony of Van A. Bittner, of the United Mine Workers of America.

There being no objection, the matter was ordered to be printed in the RECORD, as follows:

[From U. S. Senate hearings (pp. 1258–1259, Conditions in Coal Fields of Pennsylvania, West Virginia, and Ohio, vol. 1, 1928]

TESTIMONY OF VAN A. BITTNER, UNITED MINE WORKERS OF AMERICA, RE: C. E. SMITH, MEMBER OF NATIONAL BITUMINOUS COAL BOARD AND EDITOR OF THE FAIRMONT TIMES, BEFORE THE UNITED STATES SENATE COMMITTEE, 1928

Mr. BITTNER. Now, you asked about the newspapers. The Fairmont Times, in Fairmont, W. Va., is edited by one C. E. Smith. This paper is a daily and has been continuously and consistently against the United Mine Workers of America in this fight. It has favored the coal operators entirely. It has been sold into the nonunion mining camps by bundles, or taken in there and distributed in the same manner as the Labor Tribune is distributed in the mining camps of the Pittsburgh Coal Co., except that the Fairmont Times was distributed in the camps of the Bethlehem Mines Corporation, the Consolidation Coal Co., the Jamison Coal & Coke Co., and other interests in the Fairmont field.

The paper is published in the city of Fairmont, and has been used as nothing else but a propaganda sheet against the United Mine Workers of America. And, by the way, I have sent for copies of the paper in which they were paying their compliments to this investigating committee and paying their compliments in the usual way, saying that you might fool the people down here in Washington but that no Senate committee can fool the people in West Virginia. That is a general outline of the paper.

The coal operators there—and we will furnish documents if we have them here, or witnesses if necessary, to show that the coal operators there, the Consolidation Coal Co., the Clark Coal Co., the Bethlehem Mines Corporation, the Brady-Warner Corporation, the Jamison Coal & Coke Co., and the New England Fuel & Transportation Co., were paying this gentleman $150 per month for the assistance he has been rendering them. They recently purchased him a home in Fairmont, which home is held under a deed of trust by one E. A. Thurnes, who is the private secretary of Mr. Brooks Fleming, vice president of the Consolidation Coal Co.

I have an affidavit here that I wish to present [reading]:

STATE OF WEST VIRGINIA,

County of Marion, to wit:

This day Pat C. Moran personally appeared before me, Ulysses A. Knapp, a notary public in and for the county and State aforesaid, and being by me first duly sworn, says:

That he is 29 years of age and a citizen and resident of Marion County, W. Va., and has resided in said county for the past 6 years and in the State of West Virginia all of his life; that on the 3d day of March, 1928, affiant examined the records in the office of the clerk of the county court of Marion County, W. Va., concerning the title of certain property now occupied by one C. E. Smith, editor of the Fairmont Times; that affiant found upon information that the said property was conveyed by J. R. Spease to one A. E. Thurnes, who affiant is informed is secretary of Brooks Fleming, Jr.; that affiant is informed Brooks Fleming, Jr., is vice president in charge of allied operations of the Consolidation Coal Co., which operates nonunion mines in northern West Virginia.

Affiant further states that he is informed that the said A. E. Thurnes is an unmarried man and lives at the Elks Club in Fairmont, Marion County, W. Va., and also that the said A. E. Thurnes has never received any rent money from the said C. E. Smith since he has occupied said property.

Affiant further states that he is a regular reader of the Fairmont Times and that since the strike of the United Mine Workers of America has been in progress in northern West Virginia, the said Fairmont Times has been bitterly hostile to the said United Mine Workers of America, and especially in the "Good Morning" column of said paper which is conducted by the said C. E. Smith; that affiant is informed and believes that the said property was purchased particularly for the use and occupancy of the said C. E. Smith because of his concerted and repeated efforts to discredit the said United Mine Workers of America and the dissemination of propaganda against the said United Mine Workers through the columns of the said Fairmont Times.

Affiant further states that he knows the facts herein stated to be true except those stated upon information, and that those stated upon information were obtained from reliable sources and affiant believes them to be true.

PAT C. MORAN.

Taken, subscribed, and sworn to before me this 3d day of March 1928.

ULYSSES A. KNAPP,
Notary Public in and for Marion County, W. Va.

My commission expires September 22, 1929.

WAR DEBTS—ARTICLE BY PROF. HERBERT WRIGHT

Mr. MURRAY. Mr. President, Prof. Herbert Wright, of the Catholic University of America, has recently written a very able article discussing the subject of war debts, which I ask leave to have printed in the RECORD as a matter of interest to the Senate.

There being no objection, the article was ordered to be printed in the RECORD, as follows:

[From the Washington Star, Mar. 29, 1936]

GREEK OFFER ON DEBTS MAY BE HINT OF NEW WAR—SETTLEMENT OF EUROPEAN NATIONS' OBLIGATIONS TO UNITED STATES WOULD PAVE WAY TO FURTHER LOANS, NOW BANNED

(By Herbert Wright, professor of international law, the Catholic University of America)

Is the offer of Greece to make partial payments on its debt to the United States the camel's nose under the tent for a reconsideration of the whole question of intergovernmental debts? Is it the prelude to another European war? Will the United States be called upon to underwrite the expenses of the sanctions invoked against Italy in its dispute with Ethiopia?

Many discerning observers see such possibilities in the Greek offer, and it may therefore be well to examine the factors involved in such possibilities. The whole question of war debts was complicated by the Hoover 1-year moratorium of June 20, 1931, and by the fact that the debtors have always maintained, notwithstanding the consistent and persistent opposition of the United States, that there is an absolutely essential connection between war debts and war reparations. All the debtors accepted President Hoover's moratorium except Yugoslavia, which suspended payments outright. The moratorium, however, was only a stopgap measure and did not at all solve the problem of financial unrest.

LAUSANNE CONFERENCE HELD

On June 16, 1932, the representatives of Germany, Belgium, France, Great Britain, Italy, and Japan met at Lausanne to consider measures for the improvement of the world economic situation, one of the main factors in which was the question of German reparations. The date originally proposed had been January, but delay was caused by negotiations between Great Britain and France, who had strongly divergent views on the question of reparations. The United States was precluded from association with the conference, since the Congress in December had passed a resolution that "it was against the policy of Congress that any of the indebtedness of foreign countries to the United States should be in any manner canceled or reduced."

On July 8 it was announced that an agreement had been reached abolishing reparations, subject to the delivery by Germany to the Bank for International Settlements of 5-percent redeemable bonds (with 1-percent sinking fund) to the amount of 3,000,000,000 gold marks ($714,286,000). The bonds were to be held by the bank as trustee for 3 years, after which they might be negotiated and placed in the open market at a price not lower than 90 percent, though it was never expected that these bonds would be issued in full.

The agreement was hailed as the beginning of a new epoch in post-war history, but it was soon (July 14) revealed that the creditor powers on July 2 had joined in a separate "gentlemen's agreement" to the effect that the settlement would have final effect only after ratification by the creditor powers and that such ratification would not follow "until a satisfactory settlement has been reached between them and their own creditors", that is, the United States. In case no such settlement could be arranged, "the legal position is that which existed before the Hoover moratorium."

LAUSANNE AGREEMENT DROPPED

The Acting Secretary of State of the United States, on July 9, while expressing his pleasure "that, in reaching an agreement on the question of reparations, the nations assembled in Lausanne have made a great step forward in the stabilization of the economic situation in Europe", promptly gave notice that "on the question of war debts owing to the United States by European governments there is no change in the attitude of the American Government", which was that war debts and reparations were two distinct questions. The Lausanne agreement, therefore, was dropped, at least temporarily.

After the expiration of the moratorium five governments (Czechoslovakia, Great Britain, Italy, Latvia, and Lithuania) made "token" or partial payments as evidence of their good faith, while the rest claimed inability to pay or asked for a postponement. Finland alone maintained the full payment of its obligations. These "token" payments were considered by the United States Government as relieving the debtor nations, taking them from the position of being defaulters. On June 14, 1933, the President issued a statement in which he said:

"In a spirit of cooperation I have, as Executive, noted the representations of the British Government with respect to the payment of the June 15 installment, inasmuch as the payment made is accompanied by a clear acknowledgment of the debt itself. In view of those representations and of the payment, I have no personal hesitation in saying that I do not characterize the resultant situation as a default."

NEW STATEMENT IN NOVEMBER 1933

Again, on November 7, 1933, when another installment on the debts was about to come due, President Roosevelt issued another statement, in which he said:

"In view of these representations, of the payment, and of the impossibility at this time of passing finally and justly upon the request for a readjustment of the debt, I have no personal hesitation in saying that I shall not regard the British Government as in default."

Shortly before the next installment was due the Congress, on April 13, 1934, passed the so-called Johnson Act, making it unlawful for any person in the United States, whether an American citizen or not, to "purchase or sell the bonds, securities, or other obligations of any foreign government * * * issued after the passage of

this act, or to make any loan to such foreign government * * * except a renewal or adjustment of existing indebtedness", so long as there is default in the payment of such "obligations or any part thereof."

A few days after the passage of this act the Secretary of State requested from the Attorney General an opinion upon various questions pertaining to the act. In the course of his reply, dated May 5, 1934, the Attorney General called attention to the statements of the President quoted above and also to the fact that these statements by the President were accepted in good faith by Great Britain and certain other countries.

TOKEN PAYMENTS DEFAULT

He also pointed out that Mr. McREYNOLDS, who had charge of the Johnson Act during its consideration by the House of Representatives, was apparently of the same view as the President, and that "the President, by signing the bill, participated equally with the House of Congress" and his view of the meaning of the words contained in the act was "of great significance." He therefore concluded that the five countries mentioned above were not at that time "in default under the terms of the act."

The clear implication of this opinion, although not stated in so many words, is that governments making "token" payments thereafter would be considered in default. This implication is borne out by a ruling of the Department of State, on May 10, 1934, that any "token" payments in the future would constitute default. Accordingly Great Britain, on June 4, 1934, although prepared to continue token payments "on the assumption that they would again have received the President's declaration that he would not consider them in default", announced the suspension of all war-debt payments because of their understanding "in consequence of recent legislation no such declaration would now be possible."

About a week later Secretary of State Hull wrote to Sir Ronald Lindsay, the British Ambassador, as follows:

"The Attorney General has advised me that, in his opinion, the debtor governments which, under the rulings of his office of May 5, 1934, are not at present considered in default because of partial payments made on earlier installments, would have to pay only the amount of the installment due June 15, 1934, * * * in order to remain outside the scope of the act."

DECLINE PAYMENT RESUMPTION

But Great Britain declined to resume payments and the other nations (except Finland) followed Britain's lead. Her position was that "the primary question for settlement is the amount that should be paid, having regard to all circumstances of these debts." This means that refunding arrangements now in force were made by Great Britain at a time when she expected substantial reparations payments from Germany, and that they should be revised in the light of the changed situation caused by the virtual scrapping of reparations payments at Lausanne.

With regard to the Greek debt, the official records disclose that on February 10, 1918, an agreement was made with Greece by the Governments of Great Britain, France, and the United States providing for advances of approximately $48,000,000 to be made to Greece under certain conditions. As a result of this agreement the United States made advances to Greece in 1919 and 1920 aggregating $15,000,000. From time to time Greece has urged certain claims for additional advances, but without success. For instance, in the latter part of 1925 and the early part of 1926, two special commissioners from Greece consulted with the World War Foreign Debt Commission, created by an act of Congress of February 9, 1922, with this end in view, but their efforts were unsuccessful.

The Greek Government maintained that there existed a commitment to them of the remainder of the original $48,000,000. Having received $15,000,000 up to that time from the United States, they claimed the remaining $33,000,000. But Secretary Mellon pointed out that the original commitment was a joint undertaking between France, Great Britain, and the United States, and since France had failed to advance any funds and Greece had released Great Britain without the consent of the United States, the United States was legally and morally released from any obligation or liability to make the additional payment of $33,000,000.

$12,167,000 ADVANCE TO GREECE

The World War Foreign Debt Commission, therefore, claimed that there was no legal obligation for the United States to make the additional advance and that a proposal for such an advance would require authorization by the Congress. On February 19, 1929, the Congress passed the bill authorizing such an additional advance and on May 10, 1929, $12,167,000 was actually advanced to Greece. At the end of the calendar year 1929 the total indebtedness of Greece to the United States was $32,231,000, representing 10 percent of the total foreign indebtedness of Greece. Since that time no payments have been made on principal or interest.

Hence it caused considerable surprise when, on February 5, 1936, the press dispatches carried the item that "the first break in the international impasse created by the wholesale war-debt defaulting by European nations 2 years ago, came yesterday when the Treasury Department received an offer from Greece of a partial settlement of its two 1936 installments. * * * Greece has expressed willingness to pay 35 percent of the coupon value of payments due May 10 and November 10. Demetrios Sicilianos, the Greek Minister, it was announced, has communicated to the State Department an offer to pay $76,272 of the $217,920 due on each of those dates."

After mature consideration of this substantial offer, Secretary Hull, on February 8, acepted the Greek offer, although announcement of the acceptance was not made for nearly 2 weeks. An Associated Press dispatch in the morning papers of February 21, reported that it was announced on the preceding evening in authoritative quarters that the United States had accepted the Greek offer, "without prejudice to the contractual rights of the United States."

HINT AT ULTERIOR MOTIVES

This reservation of contractual rights seems to hint at the possibility of ulterior motives in the Greek offer. At any rate, the question naturally arises, whence comes this sudden good feeling and good faith on the part of a debtor government which has been in default for several years? Has Greece unexpectedly entered upon an era of prosperity, alone of all the defaulting nations? Greece must know that the Johnson Act is still on the statute books and that the ruling of the Attorney General on "token" payments still holds. Certain it is that the United States waived no "contractual rights." How does it happen that, while the debtor nations (always excepting Finland) have generally followed the lead of Great Britain in defaulting on the payments due, now Greece takes the lead in offering a substantial payment upon the installments due?

Is there any connection between this Greek offer and the alleged secret agreement concerning a disposition of the Dodecanese Islands somewhat favorable to Greece, if military sanctions become necessary against Italy and Greece throws in her lot with Italy's opponents? Do the great powers of Europe feel the pinch of economic and financial sanctions against Italy and desire to have the entire debt question reconsidered and settled in order to make possible the floating of additional loans in the United States? Is the offer by Greece, therefore, merely the prelude to the reopening of discussions with the United States concerning a general settlement of all the war debts?

Color is lent to such a conclusion by the fact that on February 17 Senator W. WARREN BARBOUR, Republican, of New Jersey, introduced a bill (S. 4031) to create a commission to enter into negotiations with respect to the refunding of certain obligations of foreign governments held by the United States, which was referred to the Committee on Finance. A little over 2 weeks later Senator WILLIAM G. MCADOO, Democrat, of California, who was Secretary of the Treasury when many of the debts were contracted, introduced a joint resolution (S. J. Res. 222), a little more carefully drafted, for the same purpose, except that it was for "the settlement of certain debts" of these foreign governments.

PROVIDES FOREIGN DEBT BOARD

The McAdoo measure in many respects follows the wording of the Barbour measure. The chief differences are that it provides for a Foreign Debt Commission of 9 members (3 Senators appointed by the Vice President, 3 Representatives appointed by the Speaker, and 3 members not connected with the Government and appointed by the President and confirmed by the Senate) instead of a World War Debt Refunding Commission of 5 members (the Secretary of the Treasury and 4 members appointed by the President and confirmed by the Senate). The McAdoo measure authorizes $100,000 for the expenses of the Commission and in general provides for a more independent and more powerful commission, although both measures require that any agreement reached with a foreign government can become effective only after approval by the Congress.

Neither measure has won much approval. Senator BORAH is known to be opposed to any such measure, while Senator PITTMAN, chairman of the Committee on Foreign Relations, on March 8 was reported as frankly "not in favor of the resolution." He maintained that Great Britain was more concerned over nonpayment of her war obligations than the United States because she realized she could not regain her pre-war creditor position while herself a delinquent. He represented it as the position of the United States Government, with which he was in agreement, "that if there was to be any further consideration of the matter, it should be at the request of the debtors, not the creditor."

It should be pointed out in passing that the new neutrality law recently enacted prohibits loans to any nation at war, so that Italy would be effectively restrained from floating new loans in the United States if Italy removes herself from the operation of the Johnson Act by meeting the payments due on her debt at present or even if a new settlement of the existing debts were made in the face of the Johnson Act. On this score, the Greek offer might be considered the opening wedge in a new financial sanction against Italy, by opening to the sanctionist nations the loan markets of the United States closed to Italy by the neutrality law.

The real purpose, however, of the Greek offer was disclosed, when Greek Minister Sicilianos let the cat out of the bag in an address before the Order of Ahepa in Washington February 24. In commenting on the friendly relations between the two Governments, he felt the necessity of giving some reason for the unexpected action of the Greek Government. He said that the Greek Government was "prompted by its capacity to pay", although it is a notorious fact that Greece suffered severely when Great Britain went off the gold standard on September 21, 1931, that Greece herself was forced to abandon the gold standard on April 25, 1932, and that, as recently as May 10, 1935, the Greek Parliament temporarily suspended the service on the foreign and internal loans. Therefore there is some reason to believe that Greece is not appreciably more able to pay now than formerly.

"As a result of the offer and acceptance", he continued, "every May and November of each year, and until world conditions improve or a definite settlement is reached, Greece will pay to the United States $76,000." Perhaps he said more than he intended

when he used the words "until * * * a definite settlement is reached", but at any rate they show what was in the back of his mind—namely, "a definite settlement."

This is not the place to discuss the question of whether the United States should cancel, or virtually cancel, the war debts in return for some material concession looking toward real international peace based upon justice. Recent developments in Europe, with France and Germany armed to the teeth and Great Britain embarking upon an ambitious armament program, rather impel one to ask, is the Greek offer the camel's nose under the tent to drag the United States into underwriting "another war to end war"? Perhaps there is need of another Laoccoon, who, when the Grecian horse was being introduced inside the walls of Troy, exclaimed, "I fear the Greeks, even when bearing gifts"!

RECESS

Mr. ROBINSON. Mr. President, while the Senate was sitting as a Court of Impeachment a few moments ago, an order proposed by the Senator from Arizona [Mr. ASHURST] was entered to the effect that the Court of Impeachment resume its sessions at 12 o'clock noon daily until further order. I therefore move that the Senate take a recess in legislative session.

The motion was agreed to; and (at 5 o'clock and 8 minutes p. m.) the Senate took a recess, to meet, sitting as a Court of Impeachment, tomorrow, Tuesday, April 7, 1936, at 12 o'clock meridian.

HOUSE OF REPRESENTATIVES

MONDAY, APRIL 6, 1936

The House met at 12 o'clock noon.

The Chaplain, Rev. James Shera Montgomery, D. D., offered the following prayer:

Almighty God, our Heavenly Father, in whom are centered our aspirations, our hopes, and our longings, be very near us, impressing us with the seriousness and the duty of life. Take away from the individual heart all guile, that we may have the ideal government, the ideal home, and the ideal church. The Lord God bless and preserve the defenders of our Republic who are in their ranks today, moving before the eyes of men. Grant that the freedom which has been gained and the institutions founded may be carried on to greater achievements; may our citizens honor and reverence them. Establish the work of our hands, the work of our hands, establish Thou it. In our Redeemer's name. Amen.

The Journal of the proceedings of Friday, April 3, 1936, was read and approved.

MESSAGE FROM THE SENATE

A message from the Senate, by Mr. Horne, its enrolling clerk, announced that the Senate had ordered that the Secretary of the Senate communicate to the House of Representatives an attested copy of the answer of Halsted L. Ritter, district judge of the United States for the southern district of Florida, to the articles of impeachment, together with supplementary rules of trial.

The message also announced that the Senate had passed, with amendments, in which the concurrence of the House is requested, a bill of the House of the following title:

H. R. 11663. An act to require reports of receipts and disbursements of certain contributions, to require the registration of persons engaged in attempting to influence legislation, to prescribe punishments for violation of this act, and for other purposes.

The message also announced that the Senate insists upon its amendments to the foregoing bill, requests a conference with the House thereon, and appoints Mr. ASHURST, Mr. KING, and Mr. BORAH to be the conferees on the part of the Senate.

LEON FREDERICK RUGGLES

Mr. HOFFMAN. Mr. Speaker, I ask unanimous consent to take from the Speaker's table the bill (H. R. 6297) for the relief of Leon Frederick Ruggles, with a Senate amendment thereto, and concur in the Senate amendment.

The SPEAKER. The gentleman from Michigan asks unanimous consent to take from the Speaker's table the bill H. R. 6297, with a Senate amendment thereto, and concur in the Senate amendment. Is there objection?

Mr. BLANTON. Mr. Speaker, I reserve the right to object, to state to my friend that if he will come into the middle aisle, and there, from no man's land, make his request, I shall not object, but there will be no unanimous consents granted from the Republican side today.

Mr. HOFFMAN. Mr. Speaker, if I have to pay tribute to the gentleman from Texas I shall do so, and from the middle aisle, no man's land, as he says, I make my request, so that this veteran of the World War may receive the amount so justly due him.

The SPEAKER. Is there objection to the request of the gentleman from Michigan?

There was no objection.

The SPEAKER. The Clerk will report the Senate amendment.

The Clerk read as follows:

Line 8, after "operation", insert ": *Provided*, That no part of the amount appropriated in this act in excess of 10 percent thereof shall be paid or delivered to or received by any agent or agents, attorney or attorneys, on account of services rendered in connection with said claim. It shall be unlawful for any agent or agents, attorney or attorneys, to exact, collect, withhold, or receive any sum of the amount appropriated in this act in excess of 10 percent thereof on account of services rendered in connection with said claim, any contract to the contrary notwithstanding. Any person violating the provisions of this act shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not exceeding $1,000."

The SPEAKER. The question is on concurring in the Senate amendment.

The Senate amendment was concurred in.

PUBLICITY OF A. A. A. PAYMENTS

The SPEAKER. Under the special order, the Chair recognizes the gentleman from Oregon [Mr. PIERCE] for 15 minutes.

Mr. PIERCE. Mr. Speaker, I ask unanimous consent to extend my remarks in the RECORD, and to include at the end of my remarks a letter from a neighboring friend, living in my valley.

The SPEAKER. Is there objection?

There was no objection.

PUBLICATION OF TRIPLE A PAYMENTS

Mr. PIERCE. Mr. Speaker, as a member of the Agricultural Committee of the House I made the prevailing motion to report adversely on H. R. 426, introduced by our colleague from New York [Mr. TABER]. He made this resolution the subject of a recent speech on this floor. The resolution called for the name and address of every person or firm receiving more than $2,000 in any one calendar year by reason of benefits granted under the allotment plan of the Triple A. When the resolution was considered by the committee I thought it called for a useless expenditure of time and money. I still think so, though events have moved swiftly since I asked for time to reply to my colleague. During the intervening week the Senate Committee on Agriculture has prepared a resolution calling for the names of those who have received payments of $1,000 or over each year and finally for a list of those over $10,000. Secretary Wallace this morning gives to the press a statement of the largest payments. He adds the information that a much more detailed report will be forthcoming and again sets forth his basic objection to publicity for payment, in that it would amount to a betrayal of confidence, and that it is his opinion that it would be unwise to give returns to the public. He asks why any person except the cooperating farmer should receive benefit from knowledge of his transactions with the Government. I do not entirely share that feeling. I have no objection to publicity when it is helpful or if it will prevent fraud and favoritism. I believe that most people in each community generally know about how much their neighbors have been paid by the Government. My objections to the proposed resolutions of both Senate and House are founded on very different reasoning. The Secretary's statement shows clearly that there is nothing to conceal. The payments were legitimate under the law enacted by this

Congress and they were uniform for acre or unit of production. It is fundamentally important that we should have all facts in regard to the operation of the law which will help toward constructive legislation for the future. That is the only reason we are entitled to ask that time and money be spent to give us such information.

I earnestly hope that the currently published statement about the largest payments will not divert attention from the real benefits of the Triple A program to the average farmer, especially the wheat- and hog-control programs. I believe it is urgently important that the future program for the noncommercial farmer should not be jeopardized by feeling engendered by these reports.

I recall the condition of the country before this act was passed, the spirit of rebellion in rural America, the feeling of resentment and of helplessness which indicated the possibility of agrarian revolution. This has been quelled, debts have been paid, hope has been renewed. I am asking to have printed at the end of these remarks, and as part of them, the story of one such farmer, my neighbor, as a reminder of the situation before the enactment of the law and the value of the act. His statement reflects the attitude of 90 percent of the beneficiaries.

This morning's statement by the Secretary, and these pending resolutions, offer convincing evidence of the need of intensive study of the agricultural situation on the part of every Member of Congress, preparatory to framing permanent agricultural legislation which shall, if possible, provide a more equitable division of benefits.

I know little of the sugar and cotton situation, as it is outside my personal experience. Yes; I have read about it, and I have heard about it in the Agricultural Committee for hours at a time, but I still feel that I do not have a solution for that problem. Two things have been impressed upon my mind in connection with it. First, it raises the question, brought to the front also by large payments to insurance companies and banks, of dangerous concentration of wealth. The control of land is the control of our means of existence. When it is highly concentrated certain evils always follow from such concentration and control. Certainly the condition of the sharecroppers and tenant farmers growing some of the commodities included under the Triple A amounts to farm slavery. Those conditions are intolerable, and every man who learns of them must be convinced of his duty to work toward a revision of the program which will do justice to these submerged laborers. I have for many years looked with fear upon foreclosures which brought many farms into the hands of few owners, usually absentees. The Triple A has done much to prevent further corporation control of farm land. Certain results of such concentration are inevitable. These powerful owners, who largely control legislation, will shift the tax burden entirely from the land. Witness the struggle for a sales tax! How helpless the small farmer has been under the injustices of high taxes, which he was powerless to shift! The most evil result is tenancy and the losses to citizenship. Yes; these disclosures raised the question of how to deal with such a problem in the future, and how to prevent further concentration of wealth and land holdings.

There are just a few points which I feel it important to drive home, especially to the minds of those who are not farmers, and have not been deeply concerned with the farm problem. I also wish to say some things about the benefits, other than monetary, which have accrued to the Nation through the operation of that epoch-making experiment in recovery legislation—the Triple A. I feel sure we all agree that there was no corruption and no intention of granting special privilege in the administration of that act. We are convinced by the Secretary's message that the Department has nothing to conceal, and that it is not only futile but contrary to the public welfare to try to make Triple A payments a campaign issue or propaganda against the present administration.

The second point I would like to make, as forcefully as possible, is that the cooperation of the big operators was absolutely essential. If they had not been allowed to come into the program, they would have ruined it, because it was a program based upon controlled production. If they had remained outside the program, they would have usurped the markets and privileges yielded by the small farmers and the noncommercial farmers for the sake of the common good. There is no use probing into accounts with suspicion. There is no particular point in the gradation of payments at which it can be said special privilege begins. The big operators were, under the law, entitled to their payments. The only question in our minds should be the handling in the future of this very serious problem.

The other point I wish to emphasize is the folly of spending time and money to collect data which can benefit neither the Government nor the farmer. The act is no longer on the statute books. Studies of an entirely different character are urgently needed in order that we may proceed with constructive legislation. Let us approach this matter without political partisanship and let us free our minds of prejudice as we discuss the important questions of limitation of payments, the properly guarded cooperation of large landholders, publicity for payments in the future, the fundamental issue of controlled production, the cost of the program, and the returns from the program. I cannot, in this short time, cover all these subjects adequately, but I can suggest a line of thought, and I request the privilege of revising and extending my remarks so that I may make them available for others who are deeply concerned over these problems.

LIMITATION OF PAYMENTS

A few days ago I voted on the floor of this House for what was known as the Hope amendment to the soil erosion and conservation bill which is now the new farm law. The Hope amendment would have limited benefit payments, in the future, to $2,000 to any firm or individual, in any one calendar year. The reason I was willing to support the limitation of payments in the new bill is that we have moved forward in our recovery program and are enabled to build on our experience under the former act. The Triple A was definitely designed to control production and to put money into the hands of producers who agreed to withhold lands from cultivation for the common good, during a crisis. The new act has a different objective, looking to the future, as well as to the present, in initiating a policy of soil conservation. Even if we are agreed that a benefit limitation should have been in the former act, it is too late to talk about it now. No good can come from the necessarily large expenditure required, solely to prove that a mistake was made or to satisfy curiosity, or to furnish political propaganda against the framers of that emergency act. Any valuable lessons drawn from that experience may well be used in formulating permanent legislation to take the place of that which dragged us from the depths of 1932. Our people are entitled to full value received from every cent of governmental expenditure. I can see no value to the farmers, nor the Government, in going into the past and attempting to draw attention to possible weaknesses of an act which is now history, because the Supreme Court of this land held, by a decision of six to three, that the Triple A Act was unconstitutional.

COOPERATION OF LARGE LANDHOLDERS ESSENTIAL

Under the old Triple A law, a landlord, whether a corporation, bank, insurance company, or an individual farm owner, had the right to collect the landlord's share of the allotment money. The landlord had his rights in the benefit payment on land farmed by tenants, the renter also getting his share of the Government's payment. There are insurance companies which own thousands of acres of farming land taken from farmers through foreclosures brought about by the depression and now, happily, decreasing under our farm-credit system and the Triple A. Such a company might own some thousands of acres of land in Minnesota, other thousands in Iowa, and so on throughout the Nation wherever they had their widely spread farm-mortgage loans. That insurance company would receive for each individual farm it owned a payment for the landlord's share of the land entered under the allotment plan. Inevitably that company's checks, in the aggregate, would be large and they

would be large in any individual county in which it owned a large number of acres. Had such companies been barred from benefits under the original Triple A Act by an amendment similar to the Hope amendment, they would not have cooperated. Their entire acreage would have been planted to corn, wheat, or cotton, as the case might be, thus defeating the program and giving holders of extensive acreage, or numerous farms, an advantage which would have enriched them and ruined cooperation. There are undoubtedly many sections of the United States where large acreages are held by corporations, as well as individuals, and on these holdings they did receive fat checks; but, I repeat, their cooperation was necessary to a successful control program.

This large-scale operation is the type of organization which prevails in sugar production. It is true that benefits are passed on to tenants and laborers, but the processor or corporation owner probably received too much. I was shocked to read of the amounts paid to land owners in our insular possessions, but I know no remedy except to spread ownership by just such measures as the Triple A.

THE PROGRAM WAS COOPERATIVE AND DEMOCRATIC

The Triple A Act of May 1933 was locally managed and enforced. Programs were conducted in almost 3,000—actually 2,951—of the 3,071 counties of our country. The farmers in the 96 percent of cooperating counties very certainly enjoyed a large measure of security under the act, but indirect results undoubtedly were felt by the noncooperating 4 percent in the "marginal" counties which were not concerned with production of basic crops. In the cooperating counties the farmers organized, elected their own officials, and appointed their own committees. Instructions and blanks were furnished by the Department of Agriculture. The farmers who accepted the terms of the contract made out their applications which were presented to the committees composed of neighboring allottees. The statements for crops grown or animals raised for the previous 5 years, upon which the benefits were based, were furnished to these committees and carefully studied by the members. Such statements were always supported by sufficient evidence. The farms were then surveyed under committee supervision. The amount to be paid to each allottee was calculated by the local committee and approved by a State committee. It was again checked by auditors in Washington. Whether Jim Jones drew $700 or $2,700 was not figured out in Washington. That was done locally by farmers who knew his land, his crops, and his business reputation. If there had been any fraud or wrong, it would have been discovered and checked by the local committee and its advisors. It is inconceivable that farmer groups and extension agents throughout the country would have entered into any conspiracy to defraud our Government. Secretary Wallace and his assistants had nothing to do with details and enforcement, except as arbitrators settling disputes and as paymasters. The work was supervised by county agents under the extension service of the agricultural colleges.

Departmental consultation with farm leaders and farmers was a progressively important feature of Triple A policy When the first emergency programs were formulated, pressure of time left little opportunity to sound out the sentiment of individual farmers, but advisory delegations of farm leaders took a vital part in shaping the act of 1933. As soon as that act came into operation, the Democratic basis of the program was broadened by the formation of the aforementioned county control associations for the basic commodities for which voluntary control programs were undertaken. The executive committees of these associations became the administrators of the details of the program. There were approximately 4,600 such associations in operation in 1935.

In addition to their county control associations, farmers had a further opportunity for the democratic expression of opinion in the referenda, which provided for direct polls of producers of five of the basic commodities. Six referenda were held in 1934 and 1935 among producers of wheat, cotton, tobacco, corn, and hogs, resulting in a vote for continuance of production-control measures varying from 67 to more than 95 percent of the total. The total vote of signers and nonsigners cast in these referenda was 4,288,510. Continuance of production-control measures was favored by 3,707,642 voters.

Agricultural history affords no better example of real cooperation than the enforcement of the Triple A Act of May 1933. In fact, I have stated on this floor that the value to the farmers in teaching them cooperation was worth all that it cost. This experience of acting together in community and county groups, functioning in a national program, was shared, between 1933 and 1936, by at least half of the Nation's six and one-half million farmers. Wonderful, far-reaching, and permanently effective must be the results of this real achievement, which marks an epoch in our social history.

PUBLICITY FOR LISTS OF BENEFICIARIES

The question of giving out information regarding payments received by individuals who signed the contracts under the Triple A was often considered by the Department. From the beginning the Administration has held that the individual contract signer was entitled to protection from those who might make unethical use of the information if it were made public. The contracts were an agreement between the Secretary of Agriculture and the contract signers, and were held in confidence except to the county committees and the officials in charge. The Administration felt that they should not expose the individual records to possible commercial or other exploitation by giving out contract data for the press. This definite policy was announced by Administrator Davis on April 15, 1935, when he clearly stated that only cooperating governmental agencies, such as the Internal Revenue Service, should have access to the records of the county production-control associations. I repeat, I do not fear publicity. The strongest objection to a detailed report at this time is the fact that such a demand would retard the work of making payments now due the farmers, and would take money needed for more important things. Surely we all agree that we should not interrupt the orderly procedure upon which farmers are dependent. My offices has each year a flood of letters asking investigation of delayed payments. These delays work great hardship on those who have depended upon prompt receipt of the pledged funds, and are costly to participants. Indeed, my criticism would be directed toward that defect in the system which has been responsible for the postponement of payments expected and taken into account when farmers were making financial arrangements. The great expense involved in the task of segregating, by amounts and recipients, payments on over 3,000,000 contracts would seem to be entirely unjustifiable. It would be necessary for the Department to identify related agencies, and there would be endless investigation, resulting only in further wrangling over operations closed and finished.

There is involved no question of integrity, possibly some question of judgment, and certainly a question of future procedure. Some now seeking the information which would be so costly failed to suggest publicity or limitation when the act was under discussion. I have investigated this matter in some detail, and as I have learned of the time and staff requirements for such a piece of work I have become convinced that it would be entirely without general benefit to persist in this proposal.

OBVIOUS REASONS FOR DEMANDING PUBLICITY

Our vehement and forceful colleague from New York and the inquiring Senators possibly have not considered all aspects of this matter. Some of them are so intent on making campaign issues they surrender their judgment and fairness to party necessities. We all know how hard it is for our friends in opposition to formulate a campaign, and we do not begrudge them a few issues. We only ask that they shall not unreasonably interfere with the rights of others not parties to this dispute and just emerging from an economic battle in which they have been terribly wounded.

Did our New York colleague ask for an investigation when Hoover's Farm Board dumped a half billion into a so-called solution of the farm problem and practically wasted all of it? Did our colleague demand a hauling out of old figures in times when there were four thousand million dollars drained out of the United States Treasury by income-tax refunds to big corporations? No; his party was deaf to all pleas. Their

inquiring minds were not then awakened. It makes a great deal of difference whose ox is being gored. To make political capital, to retard the work of getting out benefit payments to those who have earned them, to try to make sentiment against the farmers' friend who now lives in the White House—these are the reasons for House Resolution 426.

Some of our colleagues on the other side question the sincerity and judgment of the Secretary of Agriculture in this matter. I want to say of the able man who holds that position that the farmers of this country have never had in that high office a more sympathetic friend and a more devoted and cooperative leader. Honest, upright, hard working, believing thoroughly in cooperation, he has carried out his family tradition for public service. He sees clearly the dangers which threaten our civilization through forcing farmers to peasantry. He seeks action which will permanently improve the farm outlook.

COST OF THE TRIPLE A

The total expenditures under the Agricultural Adjustment Act from its inception May 12, 1933, through January 31, 1936, were approximately $1,487,000,000. About forty-four millions of this amount were disbursed in the form of processing-tax refunds and need not be considered here. Of the $1,443,000,000 remaining, approximately one thousand one hundred and ten million has been disbursed to farmers as rental and benefit payments under production-adjustment contracts. There has been expended under the surplus removal, drought relief, and disease eradication programs, together with the trust-fund operations, an additional $252,000,000. The balance of approximately $81,000,000 was used for administrative expenses.

The processing and related tax collections made during the period from May 12, 1933, to January 31, 1936, total $969,000,000, and after the deduction of forty-four millions for tax refunds, there is a balance of approximately $925,000,000, which represents net tax collections. The net processing-tax collections are slightly more than 83 percent of the amount disbursed in the form of rental and benefit payments, and approximately 68 percent of the disbursements under Agricultural Adjustment Administration programs, exclusive of administrative expenses. The net tax collections represent about 64 percent of the $1,443,000,000 expended under programs and for administrative expenses by the Agricultural Adjustment Administration. The administrative expenses represent about 5.6 percent of the $1,443,000,000 in disbursements.

The amount expended by the Agricultural Adjustment Administration, over and above the amount derived from processing taxes, has been made available through various appropriations. Approximately, the difference between the amount paid as rental and benefit payments to farmers, and the amount collected in processing taxes, is represented by taxes that were impounded, due to court decisions, since July 1935, and up until the time of the Supreme Court decision in the Hoosac Mills case. Had the normal collection of taxes been made during this period, the amount paid to farmers, plus administrative expenses, would have been approximately offset by the total amount of tax collections.

Never was there a more satisfactory return for money collected for a specific purpose than from funds collected under the Triple A law through processing taxes.

RETURNS FROM THE TRIPLE A PAYMENTS

The Triple A plan worked when help was needed. It put the farming world on its feet, and that prosperity stimulated the Nation. The present hopeful outlook is, then, due to this emergency legislation which served its purpose. Great changes have taken place in the agricultural situation during the past 3 years. We have had reported to us the higher prices paid farmers, the gains in railway-freight traffic, 38.8 percent in the first year of the program; increased demand for goods used principally by farmers, 75.1 percent; and a gratifying improvement all along the line in industry and commerce.

Cash income from farm production in the years 1932–35, including benefit payments, is estimated by the Department as follows:

Year	Cash income including benefits	Increase over 1932	Index of prices paid	Increase in purchasing power over 1932
		Percent		*Percent*
1932	$4,377,000,000		107	
1933	5,409,000,000	24	109	21
1934	6,267,000,000	43	123	25
1935	6,900,000,000	58	125	35

The magnitude of this operation is shown by the following table giving the number of adjustment contracts accepted by the Secretary of Agriculture, through January 6, 1936, by commodities and by years:

Commodity	1933	1934	1935
Corn hogs		1,154,470	980,395
Cotton	1,027,335	1,002,550	1,274,172
Wheat	580,634	567,272	506,338
Tobacco	17,797	288,907	305,504
Peanuts			52,029
Rice			9,954
Sugar		85,818	71,853
Total	1,625,766	3,099,018	3,200,250

Total of rental and benefit payments called for under contracts covering production for the years through January 6, 1936, are set forth in a parallel table, which completes the story.

Commodity	1933	1934	1935
Corn hogs		$311,639,894.01	$85,368,483.26
Cotton	$112,548,430.89	115,019,705.33	106,927,973.34
Wheat	93,737,689.24	101,507,941.06	60,512,443.04
Tobacco	2,058,731.63	43,630,256.02	7,661,054.23
Peanuts			2,429,249.03
Rice			9,396,256.25
Sugar		48,265,136.03	8,802,382.12
Total	208,344,851.76	620,062,922.45	281,097,841.27

CONTROLLED PRODUCTION FUNDAMENTAL

The object of the Triple A Act was not only to pay benefits to farmers but also to control surplus agricultural production. This means control of the supply of those commodities of which we produce annually an exportable surplus and a heavy carry-over. Many believed, and still believe, that no successful farm program can be worked out unless production is controlled. The control or removal, through subsidy, of that burdensome surplus must now be sought through other plans. The problem presses for solution. Without foreign markets and exports through world-trade arrangements, our producers will still be crushed by supplies of cotton, wheat, hogs, and other commodities which will break the market. What agency is to decide who shall produce and how much each shall be allowed to contribute to our great store of food and textile crops? We hope for a home consumption which shall, through economic readjustment, more justly distribute these goods among our own people. Until we have resumption of foreign trade and increased domestic use, we must rely upon some form of voluntary and cooperative control. We have now been told by the Supreme Court that such control is unconstitutional. Pending a constitutional amendment which will grant the Congress a clearly defined right to legislate for the general welfare, in a changing economic and social order, we must seek the desired ends by other means.

THE NEW FARM PROGRAM—LET US PULL TOGETHER

The new farm program, like the Triple A, was necessitated by emergency, and time was not given for working out permanent legislation, because the death blow to the Triple A demanded immediate action by Congress. The next 2 years under the program recently devised will give opportunity for studies toward the permanent program to take the place of the Triple A. During these years we must study the farm problem with renewed earnestness, and we must base decisions upon scrutiny of all returns. Changes in world

conditions, especially in world trade, will influence the final program. The farmers of America are fortunate in having in the White House, and in the person of the Secretary of Agriculture in the Cabinet, men who are friends proven by word and action. These men have by their courageous leadership broken the chains by which this country was bound as a result of the unfortunate experiments of the former administration. Benefits to the farming world are reflected in most other lines of activity. While the Triple A Act is dead as a result of the Supreme Court decision, it will in the future be referred to as the first act drawn for the benefit of those who make a basic contribution as producers through agriculture. This act, in the administration of which farmer cooperation was sought, did even more than its framers had dreamed it could do. All political parties should forget party lines while strengthening and supporting funamental legislation for our common welfare.

The new farm program is based on soil conservation and prevention of erosion. Any thinking and observing man who has inspected the rolling farm lands after a summer rain does not need the added testimony of dust storms to convince him of the necessity of such a program. It is estimated that the $470,000,000 appropriated for the coming year for benefit payments to farmers, who assist the Secretary of Agriculture in carrying out this program, can be saved each single year in conservation of the soil.

Let us forget our petty differences. Let us omit farm legislation from our campaign propaganda, and let us agree to put no hindrance in the path of those who are attempting to restore to us our customary American prosperity.

Mr. Speaker, I now quote the letter from my farm neighbor and commend it to my colleagues as a case more typical of Triple A than the few great payments reported today. Such a statement is inspiring and helpful. It will clear the air. It will help us to conduct our future discussions on farm aid with the farmer in mind.

AN AVERAGE FARMER'S OPINION OF THE A. A. A.

I am a farmer of the ordinary variety, not what is termed a tenant farmer, neither am I the landed landlord, I am the "in between" variety.

We live on a farm of 240 acres, about 3 miles from La Grande, Oreg., a town of about 8,000 population, in a fertile valley where a crop failure from natural causes is about as unknown as a snow storm in July. In addition to the 240 acres which we own (or rather we have an equity in it, we hope) I rent 320 acres adjoining my own land, and another farmer and myself have rented 240 acres more of good land about one-half mile from my own farm, making a total of about 800 acres, about half of which is average farm land and about half is pasture.

When I said that I was an ordinary farmer, I mean in more ways than one; I probably am an average farmer all around. I raise good crops, have the average quality of livestock, not the best, but not the worst that you see in tour of farms and ranches.

When I traded for this farm in 1926, I assumed the indebtedness against it, some $50 per acre, which was not too high at that time, and not nearly as high as some land of inferior quality and location, the mortgage to run some 20 years, payments of interest and principal to be paid semiannually. I started right in with diversified farming, raising lots of hogs, milking quite a few cows, raising lots of chickens, gradually building up a small herd of stock cattle, raising wheat, oats, rye, barley, and alfalfa hay. What could be more diversified? For the first few years I was able to meet my land-bank payments promptly when they became due, pay my taxes promptly, pay my labor bills each week, and, in fact, meet all of my obligations in general, and then "boom I faw down." And believe me that is the right term, I did begin to "faw" down on every obligation that I was supposed to meet. My taxes went unpaid, my land-bank payments and interest became past due and had to be extended, I had to quit buying any machinery, or to do any repairing only what was absolutely necessary. The only thing that I did keep paid up was my labor bills and that was some job. In fact, I went around with the seat of my pants out most of the time, but the men got their pay.

While these conditions actually did happen a little gradually, it seemed as though they came over night. Even though they were gradual, I kept kidding myself and thinking that they would change the other way for the better any day, and that prices we were receiving for our products and livestock would soon start on the uphill climb.

A carload of hogs was raised, fed, and exhibited by me at the Pacific International Livestock Show in Portland, Oreg., in 1926, and were awarded grand champion ribbon and prize money, and sold to Swift & Co. for $15 per hundredweight. In 1931 I was awarded the same place on a carload lot of about the same quality and weight, and they were sold to Swift & Co. for $6.50 per hundredweight. In the intervening years I was awarded the same class each year and the hogs sold from $13.50 down to $11.50 per hundredweight. Taking the $6.50 per hundredweight for the hogs was an example of what was happening, and one of the many reasons why I could not meet my obligations. The same was true of butterfat, steers that I had to sell, poultry, eggs, and anything that we had to dispose of to try and pay our bills and meet our obligations.

Our income was not enough to meet them; so we could see only one thing to do, to increase production to a point where we could have enough money coming in to balance things up; and that, we thought, would cure our ills; but it merely shoved us over the hill a little closer to the poorhouse. In 1932 I raised about 800 hogs, had about twice as many steers to feed and sell as normally, raised more chickens, and milked more cows. Surely with all of this to sell I could meet my obligations, help my daughter to get through school, and maybe buy my wife a new hat; but it was not to be that way. My obligations stayed right where they were; I could not meet them; my daughter went to work instead of to school, and my wife dyed the feather on her old hat and sneaked an army button from my mackinaw coat to keep the feather company and fool her friends. Everything I had to sell was sold far below the cost of production; the hogs sold for as low as $2.65 per hundredweight when they weighed about 200 pounds, the steers went the way fat steers go, at from $4.10 to $4.65 per hundredweight, after being grain fed for about 4 months in Portland, Oreg., netting me about 50 cents less than prices mentioned. We produced a lot of butterfat and sold it for 11 cents per pound, case after case of eggs went for 10 cents per dozen, and poultry was not worth the effort. The lower prices went the more we tried to produce, to raise the necessary amount of money to go around. Labor was cheap—yes, far too cheap—but yet it was lots harder for me to dig up the $1 per day that I was forced to reduce to than it was to pay the $3 per day that I had paid many, many times in former years. No matter how many corners we cut, how many things we did without, things kept getting worse; less money coming in to pay with, everything selling below the cost of production. There is only one place that we did not cut down on sharply, and that was food. We have always made our eggs set the table; in other words, have traded eggs for groceries; and as well kill our own meat, pork and beef, together with poultry, we always have plenty to eat. As I said, I have gone around with the seat of my pants out many times, but my stomach was full.

About the time that things looked the worst, and after I had exhausted all means and ideas that I could work out to make things meet—borrowed on all of my life insurance and worked my credit to the limit—along comes the plans for controlled production. I, like thousands of others, said that it would not work, that it could not. I went to the meetings; I was ready to try anything that sounded feasible or not, with the hopes that it might work. And, notwithstanding all things said to the contrary, it has worked—worked for the benefit of all farmers that were willing to cooperate with their fellow farmers. First the wheat production control associations were organized and got to working, and I am very sincere when I say that I saw more cooperation and good work done than in any thing I ever saw a bunch of farmers try to run. Of course, the basis for all this was furnished by the Agricultural Administration, but the local organizations were set up and run by the farmers themselves, and all regulations were enforced by them.

Next in our county came the corn-hog control program, and, like the wheat program, it actually did work for the farmers' benefit. I have heard and read so many times how much more the farmer would be getting for hogs if the processing tax was not in effect. This is being written 3 weeks from the day that the opinion was handed down by the Supreme Court, and as yet I have failed to notice any material gain in the price of hogs to the producer. We only had two programs in effect in the county, the wheat control and corn-hog control, yet these two branches of the Triple A put over $200,000 in circulation in this small county during the year 1934; the payments for 1935 were slightly less. Go into La Grande, our county seat, and ask the merchants what they thought of it and whether it increased their business, how many more men were put back to work; ask the tax department of our county government what it did for their collections. I know the answer too well, it was like throwing a life-belt to a person in deep water. The water was getting too deep for me, I know, and it was a lifesaver.

I paid all of my back and current taxes on the farm and personal property, paid most of my delinquent land-bank payments and interest, and will pay all of my forced extension when I get what is due me on my 1935 contracts, and I have faith enough in the present administration to believe that I will get it. I had picked up most of the stray ends and was on the road back to where I was about 6 years ago. Now I do not know where the road leads to, if they open the way permanently for increased production. I think I know, though—back to where we were a few years ago, days and nights of worrying about how this and that were ever going to be paid.

Some will say that the drought and other things of nature had most to do with the improvement in prices and condition, but I am still giving the Triple A credit for most of my personal gain, and I do not believe that it has hurt any one individual enough to make them suffer for my gain. I have figured processing taxes on all articles taxable used on our farm and it amounted to less than $9 per year, less than 75 cents per month. This small amount spread among an average of six people is indeed insignificant.

Again, some will say that I should have had enough laid aside during the good years when we were getting from $10 to $15 per hundredweight for hogs and a like amount for cattle and other things that we produced to protect myself when the dynamite went off. I will ask these same people if they ever ran a ranch of any size, with fences to repair, machinery to buy, a thousand and one things that have to be done, and they all take labor and cash.

Now things have gone "boom" again; the Supreme Court has decided that it is all wrong. The main bone of contention all along has been that we were taxing one class of people to benefit another class. Granted that we were, was it not indirectly helping all classes of people? How about the new cars that were being sold to farmers, new farm machinery by the hundreds of carloads, more repairs being done to farm buildings, dozens of things that are directly and indirectly making more labor turn-over and putting more cash into circulation, helping hundreds of industries both directly and indirectly? Are not all of our taxes based similarly, along the same lines that the processing taxes were based, taxing one class to benefit another? Do not part of the taxes that I pay on my farm and equipment go to protect the man that lives in town in a rented house or the single man that resides at a boarding house or a hotel? Do not part of my taxes go to support a country school that I have never had a child attend? What is the primary difference between that and taxing a sack of flour or a cured ham that I may receive a benefit check to increase my income to a point where I may meet my land payments and such necessary items? I was not hoarding this money; I was putting it back into circulation. I have not the desire to accumulate enormous wealth or large land holdings or great herds of cattle. I want to receive enough for my products to be able to live without continual worry about whether I am going to lose my ranch or be unable to meet my obligations, enough to give my children an ordinary education, to be able to go through life like an average ordinary person, and I want to work for it all, not have it given to me. But I cannot do it on $3 hogs, 11-cent butterfat, and $4 steers, nor can any other farmer, though he work 24 hours a day. It's too far below the cost of production in this day and age, and the more he produces the more we will go in the red. They say volume counts, but it counts the wrong way when one is producing below cost. When I received my different benefit checks never had I the feeling that I was receiving something for nothing, rather I had the feeling that I had earned it and was getting nearer my just dues than I had been getting for 4 or 5 years.

What the Triple A payments have done for me they have done for thousands of other farmers like myself; some were in lots worse fix than I was, others were better off, but it has helped us all, so you see I am still the average farmer that I started out to be.

CLYDE L. KIDDLE.

LA GRANDE, OREG., *January 27, 1936.*

COMMENDATION OF SERVICES OF CONGRESSMAN MARTIN DIES

Mr. PATMAN. Mr. Speaker, I ask unanimous consent to extend my remarks in the RECORD and to include therein two letters received by the gentleman from Texas [Mr. DIES] and an excerpt from the CONGRESSIONAL RECORD.

The SPEAKER. Is there objection?

There was no objection.

Mr. PATMAN. Mr. Speaker, I desire to say something in regard to the splendid services rendered by my friend and colleague MARTIN DIES, of Texas, in behalf of the payment to World War veterans of the remainder due them on their adjusted-service certificates.

MARTIN DIES was a member of the so-called Patman steering committee of 22 House Members who were selected to take every parliamentary step possible to obtain passage of a measure to pay in cash the adjusted-service certificates. As a member of this committee, Congressman DIES attended every meeting and cooperated to the fullest extent possible in securing passage of a suitable bill. As the only Texas member of the powerful Rules Committee, he was largely instrumental last session in obtaining a rule to permit consideration on the floor of the House of the Patman bill and the Vinson bill. He was selected as a member of the committee to confer with Congressman VINSON and Congressman MCCORMACK, and also Commander in Chief James E. Van Zandt and National Commander Ray Murphy, of the American Legion, to bring about a complete understanding and agreement among the different factions with a view of securing passage of a suitable bill. As a result of this conference the Vinson-Patman-McCormack bill was agreed upon, and all factions united to secure its passage. The agreement entered into between these respective parties established complete harmony among the proponents of the legislation and caused early passage in the House and Senate and its enactment into law.

Congressman DIES voted in favor of the cash payment of the remainder due on the adjusted-service certificates each and every time the bill came before the House for a vote. The veterans and their dependents do not have a more loyal and steadfast friend than Congressman DIES, and the veterans owe him a debt of gratitude.

His splendid work on the Rules Committee and the steering committee had much to do with the final passage of this compromise measure. In addition to his constructive work in behalf of the cash payment of the adjusted-service certificates, Congressman DIES voted in favor of the independent offices appropriation bill which restored the compensation taken from the veterans.

I desire to insert in the CONGRESSIONAL RECORD, along with my remarks, expressions of gratitude, and appreciation to Congressman DIES from James E. Van Zandt, commander in chief of the Veterans of Foreign Wars, and from Ray Murphy, national commander of the American Legion, and from Congressman FRED VINSON, of Kentucky, coauthor of the bill.

VETERANS OF FOREIGN WARS OF THE UNITED STATES

FEBRUARY 14, 1936.

Hon. MARTIN DIES,

Member of Congress, Washington, D. C.

MY DEAR CONGRESSMAN DIES: With the bonus law a reality, it now behooves the veterans of this country to take stock of their friends.

I am writing you in order that you may realize how deeply the Veterans of Foreign Wars of the United States appreciate your contribution to the bonus fight. In supporting this legislation, you have made possible at least a temporary feeling of economic security for World War veterans all over the Nation. For this we are deeply grateful.

In addition to your untiring work to bring the bonus payment about, I want you to know that we also are fully aware of your uncompromising fight against the alien influences in this country. I believe when proper laws controlling the aliens are finally on the statute books, much of the credit will have to go to yourself. For this you also have the everlasting gratitude of all thinking veterans and American citizens.

With my kindest personal regards and best wishes for your continued health and success, I remain,

Yours respectfully,

JAMES E. VAN ZANDT,
Commander in Chief.

THE AMERICAN LEGION

MARCH 27, 1936.

Hon. MARTIN DIES,

House of Representatives, Washington, D. C.

DEAR CONGRESSMAN: Please accept this rather belated appreciation of the loyal and effective service you rendered in connection with the passage of the bill for immediate payment of the adjusted-service certificates. I started out from Washington the day after the bill became law and have been so constantly in travel since that time that I have been compelled to delay acknowledgment of your good work.

I realized that you were unselfish in your support of this legislation, and that in giving it your support you rallied to its cause many Members who might have wished otherwise to support some other form of payment plan. For your willingness to cooperate I am deeply grateful.

With all good wishes, I am

Sincerely yours,

RAY MURPHY,
National Commander.

[Excerpt from remarks of Hon. FRED VINSON of Kentucky, in the House of Representatives Jan. 13, 1936]

In conclusion, I want to express my appreciation for the splendid cooperation we have received from the members of the Committee on Ways and Means. They, at all times, have been very considerate of the veterans' interests. Particularly do I want to thank our chairman, Hon. ROBERT L. DOUGHTON, who has been of most valuable assistance in the preparation of the bill and its expeditious consideration. The veterans of this country are indebted much to Speaker BYRNS for his friendly cooperation—a highly important service—in our arriving at "a united front." Also, we must not overlook the friendly attitude of the important Committee on Rules, which has enabled the bill to come up at this time. The committee appointed by the Patman conference, composed of Congressmen COLMER (chairman), of Mississippi; CONNERY, of Massachusetts; HANCOCK, of North Carolina; DIES, of Texas; SCRUGHAM, of Nevada; and BERLIN, of Pennsylvania, assisted materially in enabling this measure to come to the floor of the House with a united front, and their efforts in this respect are appreciated.

TOBACCO ROAD

Mr. DEEN. Mr. Speaker, I ask unanimous consent to address the House for 5 minutes.

The SPEAKER. Is there objection?

There was no objection.

Mr. DEEN. Mr. Speaker, first I read this brief excerpt from this morning's edition of the Washington Herald:

TOBACCO ROAD TRAGIC TALE OF GEORGIA BRUSH COUNTRY—DISTINGUISHED AUDIENCE GREETS CALDWELL CLASSIC AT NATIONAL WITH COUNTLESS CURTAIN CALLS

A barren land that knows no God as we know Him, that marvels no more than the animals over birth and death, where romantic love between people is unheard of—that is the brush country of Georgia through which wends Erskine Caldwell's Tobacco Road so vividly dramatized by Jack Kirkland. The play opened last night at the National for a week's run.

The subject is completely foreign to the experiences of average life, and as it first unfolds you shrink from the violence of its unadorned truth. But as the play progresses the fact is inevitably driven home that this is life—life as it is lived today by far too many people in these United States.

These people have no schooling, no religious training, no code of right or wrong. They live by the most primitive instincts shorn of even the dignity savages achieve in their native haunts through form, ceremony, and tradition. The simplest human instincts of pity and hope are killed. There is only one love—the land.

Mr. Speaker, I have asked this time to request my colleagues of the House of Representatives to either see this most infamous, wicked, and damnable play, or talk with someone who has seen it, and to join with me in requesting the district attorney of the District of Columbia and the Commissioners of the District to have the presentation of the play stopped in this city today. The mayor of Chicago declined a few weeks ago to permit this infamous and wicked play to be presented in the city of Chicago. It was written by a young man, the son of a Presbyterian minister, of high-school age, before he went to college. It is predicated on conditions which are as far from the truth and the facts as the east is from the west. It is based on a condition that never existed, based on conditions supposed to exist in my congressional district. There are millions of tenant farmers in this country, there are thousands of them in my district, and some of them are today working their tobacco on their farms, and as their humble representative I resent with all the power of my soul this untruthful, undignified, and unfair sketch of southern life, which it is said is worse than savagery 200 years ago.

Mr. TARVER. Mr. Speaker, will the gentleman yield?

Mr. DEEN. I decline to yield for the moment. There is not a word of truth in it. I denounce it and resent it. The play is well acted, I am told, and the actors are doing a good job. You cannot buy tickets for it. They are sold out.

I want to thank Miss Rhoda Milliken, of the women's division of the Metropolitan Police Department, who went down last night and saw the play, and who this morning recommended to the district attorney that most of this play be deleted or cut out. She said to me this morning that if that were done, there would not be enough left for anybody to go and see. I hope my colleagues will bear in mind that it does not represent the conditions existing among the people of Georgia.

The SPEAKER. The time of the gentleman from Georgia has expired.

Mr. DEEN. Mr. Speaker, I ask unanimous consent to extend my remarks in the RECORD.

The SPEAKER. Is there objection?

There was no objection.

Mr. DEEN. Mr. Speaker, the play entitled "Tobacco Road", and taken from the book Tobacco Road, is a reflection on the life of the tenant farmers of America. It is a reflection on their families. It is not consistent with the facts and conditions on which it is purported to be based. The illustrations are filth, debauchery, vulgarity, and flirtations with immorality.

In addition, the observer gets the idea, just as is illustrated in the article in today's Washington Herald, that the people of the brush country of Georgia know no God and that they marvel no more over birth and death than animals. The article states that these tenant sharecroppers have no schooling, no religious training, no code of right or wrong. The article continues to state that they live by primitive methods which would lower the dignity of savages 200 years ago. It is not only a reflection on the sharecroppers of Georgia but on sharecroppers and humble workers throughout the entire Nation.

It is true that living conditions are not as desirable among the poor people of the country as we would like to see them. Living conditions among tenant and sharecroppers in Georgia are not what any of us would like to see them; however, I did not think I would ever live to see the time when untruthful conditions would be depicted as being true and then commercialized by those who want to make money. It would be bad enough if the real conditions were commercialized in a drama and staged for the world to look at, but when poor and innocent people who are doing the very best they can are held up to ridicule and scorn and commercialized it is then time to call a halt.

Of all times and places that this play should not be shown it is at the present time in the Nation's Capital when thousands of visitors from every part of the country come here to attend the cherry-blossom festival. Thousands of them attending this show will carry back with them to their homes the impression that Georgia sharecroppers live in a barren land where there is no God, where there is no romantic love, no religious training, no schooling, no standards of right or wrong. They will carry back with them to their homes the impression that sharecroppers in Georgia are living in environments inferior to savages 200 years ago.

For the thousands of sharecroppers and their families who are not in the Nation's Capital to defend themselves against this infamous, vile, and wicked web into which they have been woven by those who would commercialize upon them, I am calling upon the bar of public opinion and public justice to render its decision against the appearance of Tobacco Road in the Nation's Capital.

SEED LOANS

Mr. BURDICK. Mr. Speaker, I ask unanimous consent to address the House for 5 minutes.

The SPEAKER. Is there objection to the request of the gentleman from North Dakota?

Mr. BLANTON. Mr. Speaker, recognizing that the gentleman does not belong to the other side of the House——

Mr. MARTIN of Massachusetts. Mr. Speaker, a point of order.

Mr. BLANTON. I shall not object.

Mr. MARTIN of Massachusetts. Mr. Speaker, who has the floor?

Mr. SNELL. Mr. Speaker, the regular order.

The SPEAKER. The regular order is, Is there objection to the request of the gentleman from North Dakota that he may address the House for 5 minutes?

There was no objection.

Mr. BURDICK. Mr. Speaker, this Congress passed an appropriation of $50,000,000 for seed for needy farmers of the United States. The President vetoed the bill on the theory that it was not necessary; and the work of delivering the seed was turned over to the Resettlement Division. In the Northwest States today it is impossible for a farmer to get seed for these reasons: First, in order to qualify under the Resettlement Division a farmer is required to do two things in the application, either of which is inconsistent with the other. For example, the first thing a farmer must do is convince the Administrator beyond any reasonable doubt that he is financially "all in"; that he cannot get any relief from anyone, and he has absolutely nothing financially. At the end of that application he must then convince the Administrator that, notwithstanding his financial condition, he will be able to pay back the loan. [Laughter.]

We find such a case in history, the case of Scylla and Charybdis. The ancients tell us there was a huge rock off the coast of Italy called Scylla, and in close proximity was a whirlpool called Charybdis. The ancient pilots used to dread this spot. If they turned too much to the right they would strike Scylla. If they went too much to the left they ran into Charybdis. In either case the ship was lost. That is the situation of the farmers of the Northwest. The more they try to convince the Administrator that they are hopelessly "all in" financially, the less chance they have to con-

vince the same Administrator that they cannot pay back the bill. If this country today were at war with some foreign country, it would not be 24 hours until there would be enough seed to plant every farm in this country. It would not take 24 hours. We saw that happen before. But I say to you today, Mr. Speaker, that we are in a war now. We are in a war against this depression, and we cannot afford to have these farms lie idle another year because there is no seed.

I understand the Senate is going to take some action on a new bill to be introduced in the Senate that would provide money for this seed, but I think the time is too late now for legislative action. I am sure that if wheat is not planted in North Dakota within the next 2 weeks, there is no use planting it, because the hot winds will take it as they did this year. What we need now is executive action. I think the Members of this House who are in the majority ought to use their influence to have an Executive order issued to make this seed wheat available to the farmers of this country now when they need it. One dollar spent today will take the place of a thousand dollars later on if this wheat is furnished now.

Mr. WOLCOTT. Mr. Speaker, will the gentleman yield?

Mr. BURDICK. Yes; I yield.

Mr. WOLCOTT. I would like to ask the gentleman if the same thing will not be accomplished by taking from the Speaker's table the House bill that was vetoed, and passing it, notwithstanding the objections of the President?

Mr. BURDICK. Yes, that can be done; but I am not making any statement that reflects on the President or the administration or anyone else. I simply call attention to the fact that there are 15,000 farmers in my State alone who cannot qualify under the provisions of the Resettlement plan. Let me state further that in order to qualify they must budget their affairs up there, public and private. A man's wife must go to town. She must agree to the budget.

The affairs of that house are under the control of the Government as long as that loan is outstanding. We have a great many farmers who are not "all in" financially. They have something left, but they have no money. They cannot come in under the Resettlement Division. I have at least a hundred letters from those who did qualify. They were told, "You are a fit subject for the Resettlement Division, but you cannot convince us that you can pay back the loan." So in my State we have 15,000 farmers in that condition. Outside of North Dakota there are probably another 15,000 in Montana and South Dakota. I say it demands action by this Congress now. [Applause.]

Mr. BANKHEAD. Mr. Speaker, will the gentleman yield?

Mr. BURDICK. Yes; I yield.

Mr. BANKHEAD. The purpose of Congress, as I understand, in passing this seed-loan bill, which we have been passing for a number of years, was to come to the relief of those farmers who did not have local credit and who could not obtain it. It was passed in order that they might secure loans from the Government for the purpose of buying seed. As I understand it, the issue that has been presented in the gentleman's section is that there are a number of applicants for these seed loans who are on the relief rolls, and they want to continue on the relief rolls and at the same time secure a seed loan. Does the gentleman think that would be a fair thing for the credit of the Government to undertake, to give a double subsidy, so to speak?

The SPEAKER. The time of the gentleman from North Dakota has expired.

Mr. BANKHEAD. Mr. Speaker, I ask unanimous consent that the gentleman's time be extended 3 minutes.

The SPEAKER. Without objection, it is so ordered.

There was no objection.

Mr. BURDICK. I wish to say there is no one in North Dakota receiving relief except through the Works Progress Administration. No one is receiving any work under the Works Progress Administration except he was on relief last year. If a farmer, through personal pride and a little extra effort, has been able to keep off of relief until this year, there is no place in North Dakota where that farmer can get any help.

Mr. BANKHEAD. Mr. Speaker, will the gentleman yield further?

Mr. BURDICK. Yes; I yield.

Mr. BANKHEAD. Will not the gentleman admit that there has been a very great deal of criticism, particularly upon the part of the opposition, about this whole seed-loan program? And is it not a fact this administration, upon its recommendation, secured passage of a law setting up a permanent Government agency through which farmers who could qualify for credit could obtain loans? Is it true or is it not?

Mr. BURDICK. I say the administration is entitled to a great deal of credit. That is the first time it was ever done.

Mr. BANKHEAD. I want to assure the gentleman, and I want to assure those who are interested in making these seed loans, because I know what I am talking about, that there is no disposition upon the part of those administering these loans to work any undue hardship upon farmers needing these loans. The gentleman talks about putting them on the spot about their credit and the probability of their repayment. I think it is entirely reasonable that when the Government is extending these loans to farmers that the Government has the right to go into the question of the probability of their being able to repay the loans. If this has been done out in the gentleman's section, I think it is an entirely reasonable regulation; but I want to assure the gentleman, to assure this House, and to assure the country, that there is no disposition upon the part of those administering these seed loans to work any undue hardship upon any deserving farmer. [Applause.]

Mr. BURDICK. I believe that is true, but as the thing works out in practice, we find letter after letter and telegram after telegram coming to our desks from people who have gone to the Resettlement Division, have qualified, but finally the loans fell through because the officials thought the applicants could not repay the loans.

Mr. MARTIN of Colorado. Mr. Speaker, if the gentleman will permit, I want to say to the gentleman we have at least 8,000 farmers in Colorado under what they call subsistence grants, which are virtually starvation grants, and which took the place of mortgage loans to drought farmers on relief, and who should have remained on relief. It was a travesty to place them under loans. These farmers have no money or means whatever with which to buy seed. They have got to be furnished seed by the Government or they will be on relief for another year, even though we have a season out there that would produce a crop.

Mr. BURDICK. My suggestion to the House is that the leadership of this House and those responsible for this part of the administration use their influence with the Executive of this Nation and have this difficulty cured by a proclamation. [Applause.]

[Here the gavel fell.]

Mr. MARTIN of Massachusetts. Mr. Speaker, I ask unanimous consent to revise and extend my remarks.

Mr. BLANTON. Mr. Speaker, I am forced to object to the request.

Mr. ZIONCHECK. Mr. Speaker, I make the point of order the gentleman's objection comes too late.

The SPEAKER. The point of order is overruled.

Mr. RANDOLPH. Mr. Speaker, I ask unanimous consent to address the House for 2 minutes.

Mr. MARTIN of Massachusetts. Mr. Speaker, reserving the right to object, in view of the precedent set by the gentleman from Texas I want to serve notice that there will not be granted any unanimous consent from the Democratic side either until we have this straightened out.

Mr. Speaker, I object.

Mr. BLANTON. Mr. Speaker, a point of order.

The SPEAKER. The gentleman will state it.

Mr. BLANTON. Mr. Speaker, the ventilation is terrible, there is something offensive in the air that smells like spoiled cheese from Potsdam.

Mr. SNELL. Mr. Speaker, the gentleman is not stating a point of order.

The SPEAKER. The gentleman is not stating a point of order.

THE CONSENT CALENDAR

The SPEAKER. This is Consent Calendar day. The Clerk will call the first bill on the Consent Calendar.

SAN CARLOS APACHE INDIANS

The Clerk called the first bill on the Consent Calendar, S. 2523, authorizing payment to the San Carlos Apache Indians for the lands ceded by them in the agreement of February 25, 1896, ratified by the act of June 10, 1896.

Mr. COCHRAN. Mr. Speaker, reserving the right to object, I promised the gentlewoman from Arizona I would get a statement from the Comptroller in reference to this claim. I have the statement and ask unanimous consent to place it in the RECORD at this point.

The SPEAKER. Is there objection to the request of the gentleman from Missouri?

There was no objection.

The matter referred to follows:

COMPTROLLER GENERAL OF THE UNITED STATES,
Washington, March 26, 1936.

Hon. JOHN J. COCHRAN,
Chairman, Committee on Expenditures in the Executive Departments, House of Representatives.

MY DEAR MR. CHAIRMAN: There has been received your letter of March 16, 1936, with enclosure of a copy of S. 1567, Seventy-fourth Congress, and House Report 1820 thereon. You request the views and recommendations of this office with respect to the proposed bill, which would amend section 5 of the act of March 2, 1919 (40 Stat. 1274, 1275), as follows:

"That no person who filed a claim in accordance with the provisions of section 5 of the act entitled 'An act to provide relief in cases of contracts connected with prosecution of the war, and for other purposes', approved March 2, 1919, shall be deprived of any of the benefits of said act as amended by the act of February 13, 1929, by reason of failure to file suit under said amendment in the Supreme Court of the District of Columbia or through abatement of any suit so filed.

"Upon petition to the Secretary of the Interior in such abated suits and in claims wherein no suits were filed under the said amendment the Secretary is hereby authorized and directed to review all such claims upon matters of fact and in the light of decisions of the Supreme Court of the District of Columbia in similar cases; and, in accordance with the provisions of the said act, as amended, to make awards or additional awards in said claims as he may determine to be just and equitable.

"SEC. 2. The rights of any deceased claimant under section 5 of said act shall be held and considered to descend to the legal representatives as personal property of such deceased claimant.

"SEC. 3. This act shall not authorize payment to be made of any claim not presented to the Secretary of the Interior within 6 months after its approval."

While the Congress has provided since section 3 of the act of March 3, 1817 (3 Stat. 366), which was carried forward as section 236, Revised Statutes, that all claims and demands against the United States should be settled and adjusted by the accounting officers, this act of March 2, 1919, authorized the Secretary of War to settle certain classes of claims where the contracts had not been entered into in accordance with law, and it also authorized the Secretary of the Interior to adjust, liquidate, and pay certain net losses in connection with the production, or preparing to produce, either manganese, chrome, pyrites, or tungsten in compliance with the request or demand of certain agencies of the Government. It will be noted that this act of March 2, 1919, was prior to the Budget and Accounting Act of June 10, 1921 (42 Stat. 24), establishing the General Accounting Office and reenacting as section 305 thereof the above referred to section 3 of the act of March 3, 1817.

It seems to have been unfortunate that the act of March 2, 1919, departed as to these particular claims from the settled procedure in the settlement and adjustment of claims against the United States; that is, by conferring authority on the administrative officers whose acts gave rise to the claims to settle and adjust them instead of requiring that the claims be settled and adjusted in accordance with the established procedure—that is, by the accounting officers of the United States on the basis of administrative reports as to the facts—with right of claimants to institute suit against the Government, as in other somewhat similar cases when the claimants were dissatisfied with the settlements so made. The result of this situation has been, among other things, that the act of March 2, 1919, has been amended by the act of November 23, 1921 (42 Stat. 322); acts of June 7, 1924 (43 Stat. 634) and February 13, 1929 (45 Stat. 1166), and there has been considerable litigation in the courts of the District of Columbia concerning these claims; apparently there is continued dissatisfaction with respect thereto as is evidenced by this bill, S. 1567, Seventy-fourth Congress, and S. 1432, Seventy-fourth Congress, concerning which a report was made to you in office letter of March 13, 1936.

It is suggested for the serious consideration of the Congress that where the right to sue the United States is given jurisdiction should be confined to the Court of Claims with right of review in accordance with established procedure.

It would seem that otherwise meritorious claims should not be denied because of failure of claimants and their attorneys to follow the proper procedure in the filing of suits in the Supreme Court of the District of Columbia or because the original claimants may have died before settlements were effected in the cases, but as the Secretary of the Interior reported in his letter of March 19, 1935, which was published in the above referred to House Report 1820 accompanying this bill, these claims arose in 1918–19, or approximately 17 years ago, and while the Government appears to have adjusted nearly all other claims arising in the World War, these particular war-mineral claims continue to claim the time and attention of the Congress and administrative agencies of the Government.

It is suggested that paragraph 2 of section 1 of the bill, as above quoted, be amended to read as follows:

"Upon petition to the Secretary of the Interior in such abated suits and in claims wherein no suits were filed under the said amendment the Secretary is hereby authorized and directed to review all such claims upon the basis of any newly discovered evidence or facts not before his predecessors and in the light of any decisions of the courts in similar cases; and in accordance with the provisions of the said act, as amended, to make reports and recommendations to the Comptroller General of the United States as to the additional amount, if any, which the said Secretary may believe should be allowed to the respective claimants and the Comptroller General shall settle and adjust said claims upon a fair and equitable basis."

It would seem that the time has come to end the expense to both the United States and claimants, as well as the expenditure of time and effort of officers and employees of the Government in the consideration of these war mineral claims, and it is believed that the adoption of the above-suggested amendment will go far toward accomplishing that purpose.

Sincerely yours,

J. R. MCCARL,
Comptroller General of the United States.

Mr. COCHRAN. Mr. Speaker, I ask unanimous consent that the bill may go over without prejudice; the gentlewoman from Arizona is absent for the moment.

The SPEAKER. Is there objection? [After a pause.] Objection is heard.

This bill requires three objections. Is there objection to the consideration of the bill?

Mr. McLEAN, Mr. WOLCOTT, and Mr. MARTIN of Massachusetts objected.

Mr. RANDOLPH. Mr. Speaker, before the next bill is taken up I ask unanimous consent that on tomorrow, immediately after the reading of the Journal and the disposition of business on the Speaker's table, I may address the House for 10 minutes.

Mr. MARTIN of Massachusetts. Mr. Speaker, I object.

ONE HUNDREDTH ANNIVERSARY OF THE FOUNDING OF PRATTVILLE, ALA.

The Clerk called the resolution, House Joint Resolution 241, to provide for the observance and celebration of the one hundredth anniversary of the founding of Prattville, Ala.

The SPEAKER. This resolution requires three objections.

Mr. KELLER. Mr. Speaker, I ask unanimous consent that this resolution may be laid on the table.

The SPEAKER. Is there objection to the request of the gentleman from Illinois?

There was no objection.

ECONOMIC STUDIES OF FISHERY INDUSTRY

The Clerk called the next bill, H. R. 8055, to provide for economic studies of the fishery industry, market-news service, and orderly marketing of fishery products, and for other purposes.

The SPEAKER. Is there objection to the consideration of the bill?

Mr. DRISCOLL, Mr. WOLCOTT, and Mr. MARTIN of Massachusetts objected.

Mr. BLAND. Mr. Speaker, I ask unanimous consent that the bill be passed over without prejudice.

The SPEAKER. Is there objection to the request of the gentleman from Virginia?

Mr. WOLCOTT. Mr. Speaker, reserving the right to object, may I say that the only objection I have to the bill is the fact that it provides for an unlimited amount of personnel outside the civil-service classifications. If the bill is amended in this respect, I think it may be passed.

Mr. BLAND. I took that matter up with the Bureau of Fisheries, and I think all of these employees will come under the civil service.

Mr. WOLCOTT. The bill specifically states that they will have the power to appoint and remove, as well as fix the

necessary compensation of the employees. There is no provision that these employees shall come under the civil service.

Mr. BLAND. I have no objection to an amendment of that kind.

The SPEAKER. Is there objection to the request of the gentleman from Virginia that the bill be passed over without prejudice?

Mr. RICH. Mr. Speaker, reserving the right to object, may I say that I happened to be walking down Twelfth Street and at the Twelfth and F Streets intersection I passed Woolworth & Co.'s store here in Washington, in which I observed in the window many cans of fish. As I looked at these cans of fish, I noticed they were practically all imported. I thought to myself, are we importing all the fish in this country and not taking care of our own fisheries?

Now, may I ask, is this bill going to enable an investigation of the fisheries of this country, so that eventually we will give a privilege and a preference to our own fishermen in this country and give the business to our own people, or are we going to continue to import all the fish that we use?

Mr. BLAND. This bill would not help importations. I am as much opposed to these importations as is the gentleman from Pennsylvania. This bill would not relate to that at all. It deals with extension of service and assistance, such as exists in the Department of Agriculture for agricultural products. It would enable our domestic fishermen to obtain better prices and information with reference to markets in the disposition of their own fish.

Mr. RICH. I would like to say here that you cannot gain any more information or help our fishermen unless you stop the importation of these foreign fish. Otherwise we can never take care of our American fish industry.

Mr. BLAND. I am opposed to trade agreements that would increase the importations of fishery products.

The SPEAKER. Is there objection to the request of the gentleman from Virginia?

Mr. WOLCOTT. Mr. Speaker, reserving the right to object, I may say this bill authorizes an appropriation of $200,000, which the Department reports is not in accord with the President's financial policy. I would request the committee to give some consideration to that matter between now and the time the bills on the Consent Calendar are called again.

Mr. BLAND. The committee has given some consideration to that, and additional consideration will be given.

The SPEAKER. Is there objection to the request of the gentleman from Virginia?

There was no objection.

Mr. BANKHEAD. Mr. Speaker, I desire to submit a unanimous-consent request. My attention was diverted a few minutes ago in conversation with some Members. A bill has been introduced by my colleague the gentleman from Alabama [Mr. HOBBS] with reference to the Prattville, Ala., anniversary. This bill was laid on the table. The gentleman from Alabama [Mr. HOBBS] is now engaged in an impeachment proceeding before the Senate. It is a rather unusual course to table a bill appearing on the Consent Calendar. I therefore ask unanimous consent, under the circumstances, that the order tabling the bill be vacated and the bill restored to the calendar without prejudice until the gentleman who introduced the bill may be here to be heard. He would be here except for the fact he is in the exercise of the business of the House in connection with an impeachment proceeding before the Senate.

The SPEAKER. The gentleman from Alabama [Mr. BANKHEAD] asks unanimous consent that the order whereby House Joint Resolution 241, to provide for the observance and celebration of the one hundredth anniversary of the founding of Prattville, Ala., was laid on the table be vacated and the bill restored to the calendar and passed over without prejudice. Is there objection?

Mr. MARTIN of Massachusetts. Mr. Speaker, reserving the right to object, I am very sorry to be obliged to do so under the circumstances.

Mr. BLANTON. Mr. Speaker, I demand the regular order.

Mr. MARTIN of Massachusetts. Mr. Speaker, I object.

HOURS OF DUTY OF POSTAL EMPLOYEES

The Clerk called the next bill, H. R. 10193, to amend the act to fix the hours of duty of postal employees.

The SPEAKER. Is there objection to the consideration of the bill?

Mr. RICH. Mr. Speaker, I object.

There being no further objection, the Clerk read the bill, as follows:

Be it enacted, etc., That Public Law No. 275, entitled "An act to fix the hours of duty of postal employees, and for other purposes", approved August 14, 1935, shall be construed in its application to those employees of the mail-equipment shops covered therein to mean that the 40 hours per week of labor established by the act shall be compensated for at the same rate which had theretofore been allowed by law for 44 hours per week.

SEC. 2. This act shall be retroactive in effect to and including October 1, 1935.

With the following committee amendment:

On page 1, line 9, after the word "same", insert the word "weekly."

Mr. DOBBINS. Mr. Speaker, I rise in support of the committee amendment.

I strongly desire to express to my colleagues in the House the appreciation of the Committee on the Post Office and Post Roads for permitting this very humanitarian piece of legislation to be considered in the House today. This is not in any sense a partisan measure. It affects 192 employees in the mail-equipment shop. If these employees have any party affiliations—and this fact could be checked—I suspect it could be shown that a majority of them are or have been affiliated with the party represented by the present minority in the House. But this circumstance entered in no way into the committee's consideration of the bill which comes before you unanimously reported and supported by our committee.

Mr. Speaker, Mr. MEAD, the chairman of our committee, I know would be happy if he were here at this moment to tell you of his gratification at the action of the House in taking this bill up for consideration. He is not here for the reason that he was the guest last evening in Buffalo of a wonderful testimonial banquet given in his honor by the postal employees of his home city. Sixteen hundred of these employees and citizen guests filled to overflowing the great banquet hall of the Hotel Statler; and just to witness the affection and esteem in which our chairman is held in his home community much more than repaid the four members of his committee who made the long trip to Buffalo and return in order that we might be present on that great occasion.

Chairman MEAD is now on his way back to his duties here; but at his request I returned here this morning, necessitating my departure from Buffalo before the banquet was concluded, and he asked this of me, because of his special interest in the advancement of this legislation, and in other legislation for the welfare of postal workers, and of the pilots and men employed in the air-transport industry.

When consideration of the pending bill was last sought on the floor of this House Mr. MEAD urged its adoption, and in answer to an implied criticism that postal employees are overpaid, he stressed the fact that the efficiency of the postal employees had greatly increased during recent years. In the meantime there have been prepared three graphic charts showing the progress of this increase in efficiency. These graphs or charts are mounted on a display board here in the Speaker's lobby, and I commend them to the attention of every Member. If you will examine them you will see that they afford a striking comparison of the postal employees' efficiency as it improved from 1908 to 1930. They are based on complete data available for the years 1908, 1910, and 1912, and the years 1926–30, inclusive; and if data were available for the period since 1930 I am sure it would show continued improvement.

These charts have been carefully prepared, and their accuracy checked by the research staff of the American Federation of Labor, at the request of and in collaboration with Mr. Gilbert Hyatt, legislative representative of the National Federation of Post Office Clerks. If you will look at them, particularly the one in the center on the display board, you will see a graphic illustration of the increased efficiency of the manpower of the postal service.

It is not generally realized that the extent of services and the rate of output of the Post Office Department has been enormously increased during the past 30 years. Nor is it generally known that this drastic increase in postal activity has been absorbed by a force of employees never augmented in proportion to the added activity.

During the period of 1908–12, the hours of work of postal employees averaged 10 hours per day for the service as a whole. On a full-time basis this meant 2,910 hours of employment for each employee per year. In the next period for which data is available, 1926–30, the 8-hour day was in effect and the annual full-time hours per employee were 2,120. On this basis we find that productivity per employee per hour increased between 1908 and 1930 by 135.8 percent. This meant that each postal worker for each 100 units handled per hour in 1908 had to handle 235.8 units in 1930. This increase of productivity per employee, without the corresponding increase in employment, is shown by the red line in graph I.

We see that while actual employment increased between 1908 and 1930 from 177,469 to 274,014, possible employment on a 40-hour basis could have ranged from 270,102 to 521,836. In other words, in 1930 the number of employees required on 1908 basis of output on a 40-hour week would be almost twice the number of workers actually employed in 1930.

Without separating out the technological factor, the same comparison between the actual employment and the employment possible on a 40-hour week, assuming the technological basis of 1908, is made in graph II, where identical data is presented by a line graph, better illustrating the relation between the actual and the possible trends.

I am sure that you will find a careful study of these charts to be very instructive, not only as proof of what has been accomplished in the postal service, but as pointing the way to greater progress in the solution of our general problems of unemployment and industrial efficiency, if advantage is taken by industry generally of the progressive advances and the far-sighted program of limitation of hours which has been so successfully put into practice by the greatest business and industrial institution in the world—the United States Post Office Department.

Mr. RANDOLPH. Mr. Speaker, I move to strike out the last word.

Mr. Speaker, yesterday marked the third anniversary of the Civilian Conservation Corps.

Mr. MARTIN of Massachusetts. Mr. Speaker, I regret to have to call the gentleman's attention to the fact that he must speak on the bill before the House.

Mr. RANDOLPH. Mr. Speaker, I ask unanimous consent to proceed out of order for 5 minutes.

The SPEAKER pro tempore (Mr. MCCORMACK). Is there objection to the request of the gentleman from West Virginia?

Mr. MARTIN of Massachusetts. Mr. Speaker, I object.

Mr. ZIONCHECK. Mr. Speaker, I move to strike out the last two words.

Mr. Speaker, in order to conserve time, I do not want to rise to a question of personal privilege and consume 1 hour of the time of this House.

On Friday last I moved to strike out the last word on an appropriation bill that had something to do with post offices, or so some could construe it, and during the course of that argument I asked the gentleman from Texas [Mr. BLANTON] some questions concerning an editorial in a paper that goes through post offices. The gentleman answered a few of the questions, and I was at the office all that day waiting for any call that might come and then, to my surprise, when I read the CONGRESSIONAL RECORD the next day I found that the gentleman from Texas had revised my remarks without my permission.

Mr. BLANTON. Mr. Speaker, will the gentleman yield?

Mr. ZIONCHECK. Yes, I yield.

Mr. BLANTON. The gentleman will not find one word in his remarks that I revised, not one.

Mr. ZIONCHECK. If I do not so find it, I am going to apologize to the gentleman from Texas.

Mr. BLANTON. Not even a syllable.

Mr. ZIONCHECK. Not a syllable? If the gentleman from Texas is so blind, I will say this on my own responsibility, unless I am entirely mistaken, and I think I was conscious at the time I was on this floor, the gentleman was asked whether he preferred a night rider in Washington to a "red rider."

Mr. BLANTON. And I told you I preferred night riders to "red riders" if the "red riders" were "reds."

Mr. ZIONCHECK. That is correct; but right after that the gentleman from Texas went on to say:

Mr. BLANTON. The Post and its editor, Karl Schriftgiesser——

Mr. BLANTON. I said they are Russian Communist sympathizers.

Mr. WOLCOTT. Mr. Speaker, a point of order.

Mr. ZIONCHECK. The Post goes through the post offices.

Mr. WOLCOTT. Mr. Speaker, I make the point of order that the last two words are "1st, 1935", and the gentleman is not speaking of the last two words.

Mr. ZIONCHECK. I want to point out——

The SPEAKER pro tempore. The gentleman from Washington will suspend until the Chair rules on the point of order.

The gentleman from Washington will proceed in order and discuss the committee amendment.

Mr. ZIONCHECK. I simply want to point out, Mr. Speaker, that this did not happen in 1935. I would not have objected to it at that time.

I am quoting from page 4928 of the RECORD:

Mr. BLANTON. The Post and its editor, Karl Schriftgiesser, know that I have never belonged to the Ku Klux Klan, and that in the zenith of its power one of its high kleagles ran against me for Congress, and I carried every county in my district against him by a big majority.

Mr. Speaker, I ask any Member of the House whether he recalls hearing the gentleman from Texas [Mr. BLANTON], on Friday last, make that statement.

Mr. BLANTON. Did not the gentleman say at that time, "Why does the gentleman not answer the question?" referring to the question he asked me about night riders?

Mr. ZIONCHECK. That is right.

Mr. BLANTON. And about the Ku Klux Klan.

Mr. ZIONCHECK. That is right.

Mr. BLANTON. And did I not tell the gentleman I had never been a member of the Ku Klux Klan?

Mr. ZIONCHECK. And that is all you did say; but you put this other in the RECORD in addition to that and you know the rules of the House.

Mr. BLANTON. I told the gentleman that I had never been a member of the Ku Klux Klan.

Mr. ZIONCHECK. You have been here 20 years and know the rules of the House.

Mr. BLANTON. Mr. Speaker, the gentleman knew I had never been a member of the Ku Klux Klan when he asked that question.

Mr. ZIONCHECK. I did not know whether you had or not, but the point is you revised my remarks without my permission or the permission of the House.

Mr. BLANTON. I did not revise one word of the gentleman's remarks.

Mr. ZIONCHECK. Did you say that on the floor of the House?

Mr. BLANTON. Yes; I told the gentleman I was not a member of the Ku Klux Klan.

Mr. ZIONCHECK. There is not a Member here that will corroborate your statement.

Mr. BLANTON. That is not right; I know what I said. You admitted it a moment ago what I said. I was not going to let the gentleman stand up here and intimate that I had been a member of the Ku Klux Klan when I had never been a member of the klan in my life.

Mr. ZIONCHECK. I did not say you were.

Mr. BLANTON. And I called his hand when he tried to put that in the RECORD, and I called the hand of that Russian Communist reporter of the Washington Post, Karl Schriftgiesser.

[Here the gavel fell.]

Mr. TABER. Mr. Speaker, after this performance I make the point of no quorum.

Mr. ZIONCHECK. Mr. Speaker, the gentleman from Texas should be ashamed of himself.

The SPEAKER pro tempore. The time of the gentleman from Washington has expired.

Does the gentleman from New York [Mr. TABER] insist on his point of no quorum?

Mr. BANKHEAD. Mr. Speaker, I hope the gentleman will not do that. The feeling over here has passed away and we want to do some business on the Consent Calendar this afternoon.

Mr. TABER. We are tired of this performance.

Mr. BANKHEAD. I know the gentleman wishes to assist us in getting through the business today, and we have a right to proceed with the Consent Calendar.

Mr. TABER. We have not been proceeding with the calendar, we have had disorder, and if we are to have disorder we might as well have a quorum.

Mr. BANKHEAD. Well, I cannot control the gentleman's judgment, but I hope he will not insist on the point of order. These things are coming up constantly, and we cannot prevent them, but we do want to get on with the consideration of the calendar.

The SPEAKER pro tempore [Mr. McCORMACK]. Does the gentleman from New York insist on his point of no quorum?

Mr. TABER. Yes.

The SPEAKER pro tempore. Evidently there is no quorum present.

Mr. BANKHEAD. Mr. Speaker, I move a call of the House.

The motion was agreed to.

The doors were closed and the Clerk called the roll, and the following Members failed to answer to their names:

[Roll No. 55]

Adair	Dear	Hobbs	Peterson, Fla.
Allen	Delaney	Hoeppel	Pfeifer
Andrews, N. Y.	Dickstein	Holmes	Quinn
Ashbrook	Disney	Jenckes, Ind.	Rayburn
Barden	Dockweiler	Jenkins, Ohio	Reed, Ill.
Beam	Dorsey	Kahn	Richards
Beiter	Doutrich	Kee	Robertson
Bell	Drewry	Kelly	Romjue
Biermann	Duffy, N. Y.	Kennedy, Md.	Sanders, La.
Boylan	Dunn, Miss.	Kennedy, N. Y.	Schneider, Wis.
Brennan	Eaton	Kenney	Schuetz
Brooks	Eckert	Kocialkowski	Short
Buckbee	Ekwall	Kramer	Sirovich
Buckley, N. Y.	Ellenbogen	Kvale	Sisson
Bulwinkle	Evans	Lee, Okla.	Somers, N. Y.
Burch	Farley	Lucas	Stack
Cannon, Wis.	Ferguson	McAndrews	Steagall
Carmichael	Fish	McGehee	Sullivan
Cary	Flannagan	McGrath	Sumners, Tex.
Casey	Frey	McKeough	Sweeney
Cavicchia	Gasque	McLaughlin	Terry
Celler	Gavagan	McReynolds	Thomas
Chandler	Gillette	McSwain	Tinkham
Citron	Gray, Pa.	Marcantonio	Tonry
Claiborne	Greenway	Mead	Turpin
Clark, Idaho	Gregory	Meeks	Underwood
Clark, N. C.	Hancock, N. C.	Monaghan	Utterback
Collins	Hart	Montague	Wadsworth
Cooley	Harter	Moritz	Wearin
Cooper, Ohio	Hartley	Norton	Wigglesworth
Corning	Healey	O'Leary	Woodrum
Crowther	Hennings	Oliver	Zimmerman
Cullen	Higgins, Conn.	O'Malley	
Darden	Higgins, Mass.	Patton	
Darrow	Hill, Ala.	Perkins	

The SPEAKER pro tempore. Two hundred and ninety-two Members have answered to their names. A quorum is present.

Mr. BANKHEAD. Mr. Speaker, I move to dispense with further proceedings under the call.

The motion was agreed to.

The doors were opened.

The SPEAKER pro tempore. The question is on the committee amendment.

The committee amendment was agreed to.

The bill was ordered to be read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

CONSTRUCTION OF VESSEL FOR PACIFIC OCEAN FISHERIES

The Clerk called the bill (H. R. 3013) to provide for the construction and operation of a vessel for use in research work with respect to Pacific Ocean fisheries.

The SPEAKER pro tempore. Is there objection?

Mr. BLAND. Mr. Speaker, I ask unanimous consent that this bill be passed over without prejudice.

The SPEAKER pro tempore. Is there objection?

There was no objection.

EXTENDING THE BENEFITS OF THE EMERGENCY OFFICERS' RETIREMENT ACT OF MAY 24, 1928

The Clerk called the bill (S. 2265) extending the benefits of the Emergency Officers' Retirement Act of May 24, 1928, to provisional officers of the Regular Establishment who served during the World War.

The SPEAKER pro tempore. Is there objection?

Mr. ZIONCHECK. I object.

Mr. THOMASON. Will the gentleman withhold his objection?

Mr. ZIONCHECK. Yes.

Mr. THOMASON. I fear the gentleman from Washington does not understand the provisions of this bill, because there has been a lot of misconception about it. When the bill came up on the Consent Calendar 2 weeks ago, the gentleman from Massachusetts [Mr. McCORMACK] offered an amendment affecting all retired emergency officers. I understand he will not offer that amendment today because it is not germane, and he is for this bill. I would like to say to the gentleman from Washington that this covers only a very few provisional officers, and a careful reading of the report will disclose that only 10 provisional officers would be affected, and in no event more than 42.

There were a lot of these fine young men taken into the Army as provisional officers. They were not Regular officers and they were not emergency officers. Many of them rendered the same distinguished service as other officers who fought side by side with them. They have no status today and cannot avail themselves of the benefits of emergency officers' law, although they have permanent and direct service-connected disability. I have in mind two fine officers in my home town, Captain Chaffee and Captain Griffin. I have another friend at Alpine, Tex., and there are just a few scattered over the country. They are not being treated fairly and it is rank discrimination.

Although these few provisional officers have rendered just as fine service as any regular or emergency officer, yet they have no standing whatever under the retirement emergency act. I submit to the Members of the House that those men are entitled to the relief proposed by this bill. I am opposed to the opening up of the cases of all these retired emergency officers, but I repeat that a reading of the report from the Veterans' Bureau, as well as the War Department, will show that only a very few deserving young provisional officers are affected, and that the cost for the first year would not exceed $10,000.

Mr. TABER. Does this change in any way the provisions that now exist with reference to the granting of this retirement proposition?

Mr. THOMASON. I cannot say what effect it would have on other veteran legislation except that the report itself signed by General Hines, on page 3, says:

> It has been impracticable to furnish a satisfactory estimate of the potential number of provisional officers who might be eligible to benefits if this proposed measure should be enacted into law, but it can be stated that a check with the War Department of the disallowed claims of emergency officers indicates that 42 provisional officers have been denied retirement pay under the Emergency Officers' Retirement Act. The War Department has informally advised the Veterans' Administration that 2,468 provisional officers were honorably discharged from service prior to 1922.
>
> As you know, the provisions of Regulation No. 5, promulgated pursuant to the act of March 20, 1933, Public, No. 2, Seventy-third Congress, place certain restrictions upon entitlement to emergency officers' retirement pay, so that many persons heretofore entitled will not receive benefits under present limitations. Considering this fact, it is conservatively estimated that this bill would cost approximately $10,000 the first year over and above the compensation now being paid and would affect 10 provisional officers. Since it appears from a reading of the bill that it does not contemplate payment of benefits prior to date of application, it would seem that no retroactive payments would be made, so the estimate of cost is presented on that basis.

Coming as that does from the Veterans' Bureau, signed by General Hines, I would say to my friend from New York that

it does not open up the field, and that these few provisional officers are the only ones who would be affected by this bill. I hope the gentleman from Washington will not object, so that we can debate the bill on its merits. The bill has passed the Senate and has the approval of the House Committee on Military Affairs, of which I am a member.

Mr. ZIONCHECK. Mr. Speaker, I do not usually give reasons for objecting, but my reason for objecting to this matter, and I may be the only one that will object, is this: There has been too much consideration given to officers of the last war, as well as officers of previous wars, while the men who actually did the fighting have been forgotten too often. I object to this, even if I am the only one to object.

DEPORTATION OF CERTAIN ALIENS

The Clerk called the bill (H. R. 11040) to deport certain aliens who secured preference-quota or nonquota visas through fraud by contracting marriage solely to expedite entry to the United States, and for other purposes.

The SPEAKER pro tempore. Is there objection?

Mr. BLANTON. Mr. Speaker, I object.

Mr. SCHULTE. Mr. Speaker, I object.

TAX EXEMPTION, OLYMPIC GAMES, LOS ANGELES

The Clerk called the bill (H. R. 11327) to exempt from taxation receipts from the operation of Olympic Games if donated to the State of California, the city of Los Angeles, and the county of Los Angeles.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That no Federal income tax or gift tax shall now or hereafter be imposed upon any present, past, or future members of the Xth Olympiade Committee of the Games of Los Angeles, U. S. A., 1932, Ltd., in respect of any surplus of moneys received by such committee from the operation of the Olympic Games in California in 1932 and donated (1) by such committee, or any of its members, to the State of California, or (2) by such committee, or any of its members, through the Community Development Association, Ltd., to the city of Los Angeles in such State or the county of Los Angeles in such State.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

PERRY'S VICTORY MEMORIAL

The Clerk called the bill (H. R. 8474) to provide for the creation of the Perry's Victory and International Peace Memorial National Monument on Put in Bay, South Bass Island, in the State of Ohio, and for other purposes.

The SPEAKER pro tempore. Is there objection?

Mr. TABER. Mr. Speaker, I object.

Mr. O'CONNOR. Mr. Speaker, will the gentleman withhold that for a moment?

Mr. TABER. Yes.

Mr. O'CONNOR. I understand this memorial is partly completed, and this is just a continuation of it, carrying out part of the plans.

Mr. FIESINGER. Oh, the monument has been completed for many years. This bill is merely for the Government to take over the maintenance of it.

Mr. TABER. And that will cost how much?

Mr. FIESINGER. I do not know exactly what the amount is.

Mr. TABER. The cost will be about 10 times what it was before.

Mr. DEROUEN. It will be a very nominal sum.

Mr. TABER. I think I shall object.

Mr. O'CONNOR. Mr. Speaker, will the gentleman permit this to go over without prejudice?

Mr. TABER. Yes.

Mr. O'CONNOR. Mr. Speaker, I make that request.

The SPEAKER pro tempore. Is there objection?

There was no objection.

DISABILITY PAY FOR ALIEN EMPLOYEES, PANAMA CANAL

The Clerk called the bill (H. R. 4991) authorizing superannuation disability pay for alien employees of the Panama Canal.

The SPEAKER pro tempore. Is there objection?

Mr. BLANTON. Mr. Speaker, this bill would grant a pension to aliens who are not citizens of the United States. I object.

Mr. TAYLOR of South Carolina and Mr. McFARLANE also objected.

REMOVAL AT GOVERNMENT EXPENSE OF CERTAIN ALIENS

The Clerk called the bill (H. R. 3472) to amend section 23 of the Immigration Act of February 5, 1917 (39 Stat. 874).

The SPEAKER pro tempore. Is there objection?

Mr. SCHULTE, Mr. McFARLANE, and Mr. BLANTON objected.

REPATRIATION OF CERTAIN NATIVE-BORN AMERICAN WOMEN CITIZENS

The Clerk called the bill (S. 2912) to repatriate native-born women who have heretofore lost their citizenship by marriage to an alien, and for other purposes.

The SPEAKER pro tempore. Is there objection?

Mr. BLANTON, Mr. SCHULTE, and Mr. THURSTON objected.

Mr. GEARHART. Will the gentlemen reserve their objections until I can make an explanation?

The SPEAKER pro tempore. That is in the discretion of the gentlemen who have objected.

Mr. BLANTON. Mr. Speaker, we insist on the objection.

Mr. GEARHART. I may say this same bill was agreed to last year by the gentleman from Texas.

Mr. BLANTON. But since then I have found out a great deal about this immigration office that ought to be stopped.

The SPEAKER pro tempore. Three objections have been heard.

Mr. GEARHART. May I ask that the bill go over without prejudice for 1 week?

Mr. BLANTON. I object, because the three objections stop the bill.

The SPEAKER pro tempore. Three objections have been heard. The Clerk will report the next bill.

TO REPATRIATE NATIVE-BORN CITIZENS

The Clerk called the next bill, H. R. 3023, to provide for citizenship to persons born in the United States, who have not acquired any other nationality by personal affirmative act, but who have heretofore lost their United States citizenship through the naturalization of a parent under the laws of a foreign country, and for other purposes.

The SPEAKER pro tempore. Is there objection to the present consideration of the bill?

Mr. FADDIS, Mr. BLANTON, and Mr. STARNES objected.

PERIOD OF RESIDENCE REQUIRED OF ALIEN HUSBAND AS PREREQUISITE TO NATURALIZATION

The Clerk called the next business, House Joint Resolution 336, to clarify the provisions of section 4 of the act of May 24, 1934, with regard to period of residence required of an alien husband of a citizen of the United States as a prerequisite to naturalization.

The SPEAKER pro tempore. Is there objection?

Mr. BLANTON, Mr. SCHULTE, and Mr. TAYLOR of South Carolina objected.

SPECIAL MEXICAN CLAIMS COMMISSION

The Clerk called the next bill, H. R. 10670, to amend section 11 of Public Law No. 30, approved April 10, 1935, to establish a commission for the settlement of the special claims comprehended within the terms of the convention between the United States of America and the United Mexican States concluded April 24, 1934.

The SPEAKER pro tempore. Is there objection to the present consideration of the bill?

Mr. WOLCOTT. Reserving the right to object, Mr. Speaker, I understand this additional $90,000 is asked for, with the distinct understanding that this is the last money which will be asked to carry on this Commission.

Mr. BLOOM. That is the understanding before the committee.

Mr. TABER. Reserving the right to object, has this thing not gone along three or four times on that same basis?

Mr. BLOOM. No.

Mr. TABER. This has been going on for years.

Mr. BLOOM. No. Just once. They received $90,000 first, and they found out that $90,000 would not go far enough to compel all the claims. However, this is money merely advanced. The Government today has in the Treasury $1,000,000 to repay this $90,000 and the previous $90,000, or $180,000 altogether, so this is merely an advance by the Government, and the money will be returned out of the first moneys received. They already have that much money.

Mr. WOLCOTT. I understand the life of this Commission expires in about another year?

Mr. BLOOM. Yes.

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. McFARLANE. Mr. Speaker, I object.

The SPEAKER. Three objections are required.

There being no other objections, the Clerk will report the bill.

The Clerk read as follows:

Be it enacted, etc., That section 11 of the act approved April 10, 1935, entitled "An act to establish a commission for the settlement of the special claims comprehended within the terms of the convention between the United States of America and the United Mexican States concluded April 24, 1934" (Public, No. 30, 74th Cong.), is hereby amended by substituting for the figures "90,000", in the second line thereof, the figures "180,000."

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

CLAIMS OF TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS OF NORTH DAKOTA

The Clerk called the next bill, H. R. 6499, referring the claims of the Turtle Mountain Band or Bands of Chippewa Indians of North Dakota to the Court of Claims for adjudication and settlement.

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. COCHRAN. Mr. Speaker, reserving the right to object, I ask unanimous consent to place in the RECORD at this point a letter I have received from the Comptroller General on this bill.

The SPEAKER. Is there objection to the request of the gentleman from Missouri?

There was no objection.

The letter referred to is as follows:

COMPTROLLER GENERAL OF THE UNITED STATES,
Washington, March 30, 1936.

Hon. JOHN J. COCHRAN,
Chairman Committee on Expenditures in the Executive Departments, House of Representatives.

MY DEAR MR. CHAIRMAN: Further reference is made to your letter of March 16, 1936, acknowledged March 17, requesting a report on bill H. R. 6499, Seventy-fourth Congress, entitled "A bill referring the claims of the Turtle Mountain Band or Bands of Chippewa Indians of North Dakota to the Court of Claims for adjudication and settlement", which bill, as amended by the Committee on Indian Affairs, was reported favorably to the House of Representatives August 5, 1935.

The bill as amended is, excepting the title, identical with S. 1786, Seventy-fourth Congress, which passed the Senate July 29, 1935, and was referred to the Committee on Indian Affairs, House of Representatives, July 31, 1935. The title of H. R. 6499 should be amended so as to conform to the body of the bill.

S. 326, Seventy-third Congress, a bill having the same general purpose as the pending bill, was passed by the Congress, but vetoed by the President on May 10, 1934 (p. 8587, CONGRESSIONAL RECORD). However, that bill proposed to submit the involved claims to the Court of Claims for adjudication and settlement, which has been the procedure in cases involving Indian claims. The present pending bill would submit the claims to the Court of Claims for determination of the facts and for report and recommendation to the Congress. In his veto message the President said:

"The principal claims of these Indians were settled by a treaty ratified by the Indians and by the act of Congress of April 21, 1904, whereby $1,000,000 was appropriated for the benefit of the Indians, and under which they executed a release of all claims whatsoever held by them against the United States.

"If such releases and settlements are ignored or deprived of their legal effect in this instance, an undesirable precedent would be created for applications for similar relief for other Indian tribes. This would require the Court of Claims and Supreme Court to pass upon questions of governmental policy in dealing with the Indians, and upon the propriety or impropriety of the Government's action in specific cases. These are questions of a political nature which, heretofore, Congress has consistently refused to remit to the courts for review."

The act of Congress referred to by the President is found in Thirty-third Statutes 194, and it provides, in part, as follows:

"* * * and be it further enacted that the sum of $1,000,000 be appropriated out of any money in the Treasury not otherwise appropriated, for the purpose of carrying into effect the provisions of said amended agreement when ratified and accepted as aforesaid by said Indians: *Provided, however,* That no part of said sum shall be paid until said Indians in general council lawfully convened for that purpose shall execute and deliver to the United States a general release of all claims and demands of every name and nature against the United States, excepting and reserving from such release the right of said Indians to the tract of land particularly mentioned, described, and set apart by the Executive order of the President, dated June 3, 1884, and their right to individual allotment as provided in said amended agreement * * *."

On June 18, 1934, the President vetoed a similar bill, S. 3626 (73d Cong.), stating:

"While the purpose of this is good, it does not cure the objections raised by me in the veto of a similar bill, S. 326, on May 10, 1934."

The provision contained in section 3 of the bill relative to the Government's right of set-off appears to be objectionable in that it is not in language which has heretofore been interpreted by the Court of Claims, and therefore it is impossible to foresee the interpretation which the court will place upon this provision, and in that the requirement that the amounts to be set off must be "proved to have been heretofore paid or expended directly for said band or bands of Indians" imposes upon the Government a heavy burden of proof. Such a provision probably would have the effect of eliminating as possible items of set-off practically all disbursements which have been made under gratuity appropriations. In connection with a somewhat similar provision, Mr. George T. Stormont, Special Assistant to the Attorney General, in charge of Indian suits, made the following statements in a memorandum:

"Amendment no. 2: This would put upon the Government a burden of proof which it could not possibly sustain and would have the practical effect of nullifying the section. These gratuities, it must be remembered, extend back a hundred or more years, and the persons who actually delivered the moneys or the goods have long since died, so that with reference to the great bulk of the gratuities, probably 80 or 90 percent, it would be simply impossible to obtain direct evidence that the Indians actually received the goods or articles purchased for them gratuitously by the Government. To illustrate: Suppose the Congress, 20, 30, 50, or more years ago, appropriated $10,000 for the purchase of beef cattle for an Indian tribe. The Government records would show the appropriation and would show that the money was forwarded to the particular Indian agent, and that agent's accounts would show the purchase of the cattle, and there our proof would stop. The agent, who would be the only person who could testify competently to the actual delivery of the cattle to the Indians, is dead, and we would simply be unable to prove that the cattle were delivered to the Indians."

The furnishing of proof that moneys were paid or expended directly for the said Indians would be further complicated by the fact that the Turtle Mountain Band of Chippewa Indians were affiliated with other tribes of Indians, as shown by an examination of the reports of the Commissioners of Indian Affairs.

Accordingly, it is recommended that the provision relative to set-off following the semicolon in line 25, page 8, of the bill and including the first five lines on page 9, be struck out, whereupon if the bill is enacted there will be for application to this matter by the Court of Claims the general provisions relative to set-off in cases involving claims of Indian tribes or bands contained in section 2 of the act of August 12, 1935 (49 Stat. 596). Or if it be deemed advisable to include in the bill a specific provision as to set-off, there is suggested for consideration the following language in lieu of that proposed to be struck out:

"The said Court of Claims is hereby directed to include in its report a statement of the amount of money which has been expended by the United States gratuitously for the benefit of the said band or bands of Indians, with such exceptions as are specified in section 2 of the act of August 12, 1935 (49 Stat. 596)."

If amended as herein suggested, this office knows of no objection to enactment of the bill H. R. 6499 other than those hereinabove suggested for the consideration of the Congress. If the bill is enacted and the claims of the said Indians submitted to the Court of Claims as contemplated, the preparation of the necessary report by this office covering disbursements which have been made by the Government to these Indians under gratuity appropriations would require the services of six persons for a period of approximately 1 year.

Sincerely yours,

R. N. ELLIOTT,
Acting Comptroller General of the United States.

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. COCHRAN. Mr. Speaker, this bill has been twice vetoed by President Roosevelt, once in the Seventy-third Congress and once in the Seventy-fourth Congress. I object to the consideration of the bill.

Mr. BLANTON. Mr. Speaker, I object.

Mr. RICH. Mr. Speaker, I object.

SETTLEMENT OF OUTSTANDING CLAIMS AGAINST CHAPMAN FIELD, FLA.

The Clerk called the next bill, H. R. 4670, to authorize the Attorney General to settle outstanding claims against Chapman Field, Fla., and for other purposes.

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. WOLCOTT. Reserving the right to object, Mr. Speaker, a proposed committee amendment which appears on page 2 appropriates the sum of $5,000 for the purpose of this bill. The committee has stricken the words "authorized to be appropriated the sum of $5,000 for such purpose" and seeks to make an appropriation for $5,000. I do not have any particular objection to this bill, but I do think we should protect the rules of the House in these matters, and as a matter of principle this appropriation should be considered by the Committee on Appropriations. I have no objection to the bill itself, but I intend to make a point of order against the committee amendment if the bill is passed by unanimous consent, and I am convinced my point of order will lie, so that it will authorize an appropriation rather than appropriate the money.

Mr. COCHRAN. Mr. Speaker, will the gentleman yield?

Mr. WOLCOTT. I yield.

Mr. COCHRAN. I would like to say to the gentleman it has been the policy for the Comptroller General to settle claims of this character, and not the Attorney General of the United States. That is what the Comptroller General's office is set up for. I think this bill ought to be amended so as to make it read "the Comptroller General" rather than "the Attorney General." I am satisfied to see the bill passed, but would like to see it amended.

Mr. WILCOX. I am not the author of this bill, but this particular field is in my district, and I am somewhat familiar with the circumstances.

Mr. TABER. Mr. Speaker, there has been some confusion about this bill, and I ask unanimous consent that it go over without prejudice.

Mr. WILCOX. Will the gentleman withhold that for a moment, until I can make a short explanation? I will say that "the Attorney General" was placed there instead of "Comptroller General" because it is litigation pending in the courts of Dade County, Fla., involving the title, and this was simply to authorize the Attorney General to settle the suit.

Mr. TABER. Well, Mr. Speaker, if the gentleman does not want this to go over, I will object.

Mr. RICH. Mr. Speaker, I object.

Mr. MARTIN of Massachusetts. Mr. Speaker, I object.

ADDITIONAL DISTRICT JUDGE, EASTERN DISTRICT OF PENNSYLVANIA

The Clerk called the next bill, H. R. 11072, authorizing the appointment of an additional district judge for the eastern district of Pennsylvania.

The SPEAKER. Is there objection?

Mr. MARTIN of Massachusetts. Mr. Speaker, reserving the right to object, I do not see the gentleman interested in this bill present. I ask unanimous consent that the bill may go over without prejudice.

Mr. WALTER. I am interested; it is my bill.

Mr. MARTIN of Massachusetts. I had in mind another gentleman from Pennsylvania who was interested in the bill.

Mr. WALTER. Will the gentleman withhold his request?

Mr. MARTIN of Massachusetts. I withhold my request, Mr. Speaker.

Mr. WALTER. I may state to the gentleman from Michigan that the gentleman from Pennsylvania [Mr. WILSON] is very much interested in this bill. He is a member of the committee and voted for it. As a matter of fact, he urged its passage very strenuously.

This bill does not create a permanent judgeship, but is designed to relieve a very bad situation in Philadelphia. One of the three judges has not been sitting for some time, with the result that approximately 2,000 cases are on the calendar unfinished. This bill merely provides for the appointment of a judge whose term shall continue until the death, resignation, or removal of one of the three sitting judges.

Mr. MARTIN of Massachusetts. I would suggest to the gentleman that there appears to be a misunderstanding about this bill. I think under the circumstances it would be best to ask that it go over without prejudice.

Mr. Speaker, I ask unanimous consent that the bill go over without prejudice.

The SPEAKER. Is there objection to the request of the gentleman from Massachusetts?

There was no objection.

WAMSUTTER, WYO.

The Clerk called the next bill, S. 3761, authorizing the Secretary of the Interior to patent certain land to the town of Wamsutter, Wyo.

The SPEAKER. Is there objection to the consideration of the bill?

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That upon payment therefor at the rate of $1.25 per acre, the Secretary of the Interior be, and he is hereby, directed to cause patent to issue to the town of Wamsutter, Wyo., for the northeast quarter northwest quarter section 34, township 20 north, range 94 west, of the sixth principal meridian, Wyoming, under the provisions of sections 2387 to 2389 of the Revised Statutes having reference to town sites: *Provided*, That the coal deposits contained in the land are reserved to the United States, together with the right to prospect for, mine, and remove the same.

The bill was ordered to be read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

MEDAL COMMEMORATIVE OF TEXAS INDEPENDENCE

The Clerk called the next bill, H. R. 10906, to authorize the Director of the Mint to prepare a medal commemorative of Texas independence, and for other purposes.

The SPEAKER. Is there objection?

Mr. WOLCOTT. Mr. Speaker, I object.

Mr. ZIONCHECK. Mr. Speaker, will the gentleman withhold his objection?

Mr. WOLCOTT. I withhold my objection, Mr. Speaker.

Mr. ZIONCHECK. Mr. Speaker, a bad condition has risen through the creation of coins for the commemoration of one thing or another. Information has come to the members of this committee that a very small number of such coins are issued, and that soon these 50-cent pieces are sold for $60 and $75. It has turned out to be a racket. Now, I understand this particular bill is just to make a little change and no additional coins are to be issued. Is that right?

Mr. WOLCOTT. No.

Mr. ZIONCHECK. Oh, no; this is not the bill.

Mr. COCHRAN. Mr. Speaker, will the gentleman from Michigan yield?

Mr. WOLCOTT. I yield.

Mr. COCHRAN. I may say to the gentleman from Washington that his statement cannot be correct, because the bills are so worded as to require the coining of at least 25,000 50-cent pieces, and lately we have raised the number to 50,000.

Mr. ZIONCHECK. What do these 50-cent pieces sell for afterward?

Mr. COCHRAN. Some sell for as low as 60 cents. Naturally there is a small premium to cover cost of special coinage.

Mr. ZIONCHECK. And some for a few dollars, too.

Mr. COCHRAN. That was long ago, if it ever existed; long before they started coining them in sufficient numbers. The committee is now protecting the coin collectors.

Mr. ZIONCHECK. It is not long before they sell for $50.

Mr. BLANTON. Mr. Speaker, will the gentleman from Michigan yield?

Mr. WOLCOTT. I yield.

Mr. BLANTON. The author of this bill is our colleague the gentleman from Texas [Mr. SUMNERS], who is now engaged in the trial of the Ritter case over in the Senate.

The SPEAKER. The Clerk will call the next bill.

The Clerk read as follows:

Calendar No. 625, S. 3413——

Mr. WALTER. A parliamentary inquiry, Mr. Speaker.

The SPEAKER. The gentleman will state it.

Mr. WALTER. What disposition was made of Calendar No. 624?

The SPEAKER. If the gentleman refers to his bill, the Chair understands it was passed over without prejudice.

Mr. MARTIN of Massachusetts. It was passed over without prejudice.

Mr. WALTER. Mr. Speaker, I ask unanimous consent that the objector withdraw his objection and that this bill may be passed over without prejudice.

Mr. MARTIN of Massachusetts. That was done.

Mr. ZIONCHECK. I may state the reason for this request is that the chairman of the Judiciary Committee is conducting the impeachment trial. He ought to be here before we pass on the bill.

Mr. WOLCOTT. Mr. Speaker, I objected to the passage of the bill.

Mr. WALTER. Will the gentleman withdraw his objection? The author of the bill is engaged in the impeachment proceedings against Judge Ritter, and I do not think it is quite fair to object to the bill in his absence.

Mr. WOLCOTT. I had in mind that the gentleman was referring to Calendar No. 617. He refers to Calendar No. 624?

Mr. WALTER. Yes.

Mr. BLANTON. The gentleman is right; it was the bill of the gentleman from Texas [Mr. SUMNERS].

Mr. WALTER. Mr. Speaker, I ask unanimous consent that the bill, Calendar No. 624, be passed over without prejudice.

Mr. WOLCOTT. Mr. Speaker, reserving the right to object, I objected to the passage of the bill and I am going to continue to object to it. I can see no reason why it should go over without prejudice. It puts the United States Mint into the business of making medallions for this centennial.

It is only a step from there to making badges for conventions.

CONVENTION BETWEEN UNITED STATES AND CERTAIN OTHER COUNTRIES IN RE WHALING

The Clerk called the next bill, S. 3413, an act to give effect to the convention between the United States and certain other countries for the regulation of whaling, concluded at Geneva, September 24, 1931, signed on the part of the United States, March 31, 1932, and for other purposes.

The SPEAKER. Is there objection to the consideration of the bill?

Mr. WOLCOTT. Mr. Speaker, I object.

Mr. JOHNSON of Texas. Will the gentleman withhold his objection?

Mr. WOLCOTT. I withhold my objection. I may say that I have no particular objection to the bill except that it brings in the Navy and compels the Navy to act as a police force in the operation of this act.

Mr. JOHNSON of Texas. No; the enforcement is in the Coast Guard and Bureau of Customs, not the Navy, and the Coast Guard is under the Treasury Department. The Navy is not involved except on request in emergency from Secretary of Treasury to Secretary of Navy. It is the Commerce Department and the Coast Guard which is primarily involved. The Coast Guard, I may say, has boats patrolling these waters at the present time. This will not involve any additional expense to enforce the treaty. We had a hearing at which the Coast Guard was represented, also the Commerce Department and Bureau of Fisheries. As I stated, the Coast Guard is not under the Navy Department but under the Treasury Department. We thought this was appropriate and that we would have this additional enforcement without any added expense.

Mr. WOLCOTT. Is the Coast Guard under the Navy Department?

Mr. JOHNSON of Texas. No; it is under the Treasury Department.

Mr. WOLCOTT. Section 9 provides for cooperation by the Secretary of the Navy. That means nothing then?

Mr. ZIONCHECK. Will the gentleman yield?

Mr. JOHNSON of Texas. I yield to the gentleman from Washington.

Mr. ZIONCHECK. The point is that the Coast Guard must do what the Secretary of the Navy tells them to do. They have guns, cannon, and everything else, and they could start a war themselves.

Mr. WOLCOTT. That is so wrong in theory that I cannot believe it to be true.

Mr. JOHNSON of Texas. The Navy has nothing to do with the Coast Guard. I may say that the committee sought a means to enforce this treaty without any additional cost. The Commerce Department has certain boats doing patrol work. The Coast Guard also has certain boats. We were trying to place the enforcement upon these various governmental departments where there would be no additional expense incurred, and since they already have the patrol boats in the waters where whaling is done we thought they could accomplish the task of enforcement. We had quite extensive hearings, which were attended by representatives of the various departments of the Government. The hearing on this bill before the committee consumed something like four, five, or maybe six different meetings of the committee. We think we have worked out a good bill and one which will be effective in carrying into effect the terms of this treaty; we have improved the bill—as it passed the Senate—in several particulars. We also considered the constitutional feature and I believe if the gentleman knew of the exhaustive hearings we had and the fact we have gone into this matter very carefully and considered it from every angle he would not object.

Mr. WOLCOTT. I am in sympathy with the endeavors of the committee along this line. The gentleman will recall that for a good many years we have been protecting the Army and the Navy of the United States against the possibility of having to do police work in the enforcement of standing laws. During prohibition there were repeated attempts to enlist the Navy in the enforcement of the Prohibition Act. As I read section 9 of this bill, if the Secretary of the Navy is compelled to cooperate, the only way he can do so is to bring a battleship, cruiser, or some other ship of the Navy into play in connection with the enforcement of this act. I may say to the gentleman that as far as I am personally concerned, that is my only objection.

Mr. JOHNSON of Texas. I do not think it is contemplated that this should be done. The only purpose was to have the various departments involved granted concurrent power in connection with the enforcement of this act.

Mr. WOLCOTT. If the gentleman's committee wants to consider the matter, having this in mind, then I have no objection to the bill going over without prejudice for that purpose.

Mr. JOHNSON of Texas. I feel sure if the gentleman was aware of the fact the Navy Department had appeared before the committee and indicated that they were satisfied the gentleman would not object.

Mr. WOLCOTT. It may be entirely satisfactory to the Navy Department, but as American citizens and as a Congress we should protect the armed forces of the United States against such legislation, whether they want it or not.

Mr. JOHNSON of Texas. This is not designed to place any additional burdens upon the Navy in connection with the enforcement of this act. The Coast Guard and the Commerce Department will be the only two departments involved, and it is only in an emergency that the Secretary of the Treasury has the right to request the Secretary of the Navy to cooperate in enforcement.

Mr. WOLCOTT. Does the gentleman realize that under this bill the Secretary of the Treasury could compel every officer in the Navy to pick up every whaling boat in these waters, bring them in and be responsible for the prosecution of those men in our district courts?

Mr. ZIONCHECK. Is it not possible one of these boats might run into a Japanese whale of some kind?

Mr. JOHNSON of Texas. I would rather the gentleman objected to the consideration of the bill; then the next time it comes up for consideration it will require three objections.

Mr. WOLCOTT. Mr. Speaker, I ask unanimous consent that the bill be passed over without prejudice.

The SPEAKER. Is there objection to the request of the gentleman from Michigan?

Mr. ZIONCHECK. Mr. Speaker, I object.

Mr. WOLCOTT. Mr. Speaker, I withdraw my request that it be passed over without prejudice.

The SPEAKER. Is there objection to the consideration of the bill?

Mr. WOLCOTT and Mr. MARTIN of Massachusetts objected.

THE GREENBRIER RIVER IN WEST VIRGINIA

The Clerk called the next bill, H. R. 3383, to provide a preliminary examination of the Greenbrier River and its tributaries in the State of West Virginia, with a view to the control of its floods.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the Secretary of War be, and he is hereby, authorized and directed to cause a preliminary examination to be made of the Greenbrier River and its tributaries in the State of West Virginia, with a view to the control of its floods, in accordance with the provisions of section 3 of an act entitled "An act to provide for control of floods of the Mississippi River, and of the Sacramento River, Calif., and for other purposes", approved March 1, 1917, the cost thereof to be paid from appropriations heretofore or hereafter made for examinations, surveys, and contingencies of rivers and harbors.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

THE CHEAT RIVER IN WEST VIRGINIA

The Clerk called the next bill, H. R. 3384, to provide a preliminary examination of the Cheat River and its tributaries in the State of West Virginia, with a view to the control of its floods.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the Secretary of War be, and he is hereby, authorized and directed to cause a preliminary examination to be made of the Cheat River and its tributaries in the State of West Virginia, with a view to the control of its floods, in accordance with the provisions of section 3 of an act entitled "An act to provide for control of floods of the Mississippi River, and of the Sacramento River, Calif., and for other purposes", approved March 1, 1917, the cost thereof to be paid from appropriations heretofore or hereafter made for examinations, surveys, and contingencies of rivers and harbors.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

THE POTOMAC RIVER

The Clerk called the next bill, H. R. 3385, to provide a preliminary examination of the Potomac River and its tributaries with a view to the control of its floods.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the Secretary of War be, and he is hereby, authorized and directed to cause a preliminary examination to be made of the Potomac River and its tributaries, with a view to the control of its floods, in accordance with the provisions of section 3 of an act entitled "An act to provide for control of floods of the Mississippi River, and of the Sacramento River, Calif., and for other purposes", approved March 1, 1917, the cost thereof to be paid from appropriations heretofore or hereafter made for examinations, surveys, and contingencies of rivers and harbors.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

THE MARAIS DES CYGNES RIVER, IN KANSAS

The Clerk called the next bill, H. R. 8301, to authorize a supplemental examination of the Marais des Cygnes River, in the State of Kansas, with a view to the control of their floods.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the Secretary of War be, and he is hereby, authorized and directed to cause a supplemental examination to be made of the Marais des Cygnes River, in the State of Kansas, with a view to the control of their floods in accordance with the provisions of section 3 of an act entitled "An act to provide for the control of the floods of the Mississippi River and of the Sacramento River, Calif., and for other purposes", approved March 1, 1917, the cost thereof to be paid from appropriations heretofore or hereafter made for examinations, surveys, and contingencies of rivers and harbors.

With the following committee amendment:

Page 1, line 4, strike out "supplemental" and insert "preliminary"; in line 6, strike out the word "their" and insert the word "its"; and amend the title.

The committee amendment was agreed to.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed.

The title was amended and a motion to reconsider laid on the table.

IMPEACHMENT OF HALSTED L. RITTER

The SPEAKER laid before the House the following order from the Senate of the United States:

In the Senate of the United States sitting for the trial of the impeachment of Halsted L. Ritter, United States district judge for the southern district of Florida

APRIL 3, 1936.

Ordered, That the Secretary of the Senate communicate to the House of Representatives an attested copy of the answer of Halsted L. Ritter, United States district judge for the southern district of Florida, to the articles of impeachment, as amended, and also a copy of the order entered on the 12th ultimo prescribing supplemental rules for the said impeachment trial.

The answer and the supplemental rules to govern the impeachment trial were referred to the House managers and ordered printed.

THE CONSENT CALENDAR

AMENDMENT OF THE SHIPPING ACT OF 1916

The Clerk called the next bill, S. 3467, amending the Shipping Act, 1916, as amended.

Mr. BLAND. Mr. Speaker, I ask unanimous consent that the bill be passed over without prejudice.

Mr. WOLCOTT. Mr. Speaker, reserving the right to object, I anticipate this is for the purpose of making some correction in the bill, and I would call the gentleman's attention to the fact that the penalty of the bill is a fine of not less than $1,000 or more than $3,000, and under all the interpretations of all the courts that I know anything about, this means that in order to enforce the act a civil suit must be brought for the collection of such fine.

Mr. BLAND. I am not sure about that, but that shall be taken into consideration. The purpose of asking that the bill go over is that there is some objection made to the bill that seems to have some merit and is now being considered by the Shipping Bureau.

Mr. O'CONNOR. Mr. Speaker, reserving the right to object, furthermore, I trust there will be some further hearings held in reference to the bill.

Mr. BLAND. I would not be able to promise that now, but I think there will be unless these objections are met.

Mr. TABER. Mr. Speaker, should not the bill, under the circumstances, be rereferred to the committee?

Mr. BLAND. For the present, I do not think that is necessary. It may be amendments will be agreed on that will be satisfactory.

The SPEAKER. Is there objection to the request of the gentleman from Virginia that the bill be passed over without prejudice?

There was no objection.

VETERANS OF FOREIGN WARS OF THE UNITED STATES

The Clerk called the next bill, H. R. 11454, to incorporate the Veterans of Foreign Wars of the United States.

Mr. McLEAN. Mr. Speaker, reserving the right to object, the report on this bill states as follows:

It is the judgment of the committee that the activities of this organization bring it within the rule which the committee has strictly adhered to, that it will limit its recommendations of Federal incorporation to organizations national in scope and which assist the execution of some express or implied power in the Constitution or some governmental function thereunder.

It is encouraging, Mr. Speaker, to read such sound doctrine coming from the Committee on the Judiciary. The practice has developed of Government officials organizing under State law corporations for the purpose of carrying on purely Federal functions. I know of 30 such corporations and have reason to believe there are many more, which have been organized under the laws of the State of Dela-

ware. It is alleged that the stock of these corporations is held for the benefit of the Government of the United States. The fact remains that Federal employees have absolutely no authority to create these corporations, and the practice is a subterfuge, which has been used to create agencies to spend money and engage in activities not authorized by law.

Mr. WALTER. Mr. Speaker, if the gentleman will yield at that point, that is one of the reasons the incorporation should be desirable. If such organization has a Federal charter, then, of course, its records are available for any Government investigation or inspection.

Mr. McLEAN. I take it, then, that the gentleman agrees with me that the incorporation by Federal officials of corporations under the laws of the State of Delaware, or any other State, for carrying on Federal functions, violates the laws of the United States. Such corporations should be incorporated by the Congress of the United States.

Mr. WALTER. I agree entirely with what the gentleman says.

Mr. McLEAN. The incorporation of these bodies under the State of Delaware is a violation of the fundamental law and our conception of government under the Constitution. As stated I know of 30 companies that have been incorporated in Delaware that have had allocated to them as invested capital millions of dollars which have been spent without the consent of or appropriation by the Congress of the United States. This method of carrying on the affairs of the Government does violence to our fundamental law and is wrong in principle.

Mr. WALTER. But what the gentleman says does not apply to this organization.

Mr. McLEAN. I realize that. This act is very well drawn; it puts the Government in a position to know who the incorporators are. All of its records will be available in a Federal office and one can readily ascertain who are the officers of this corporation, and other facts incidental to corporate activity. The bill requires a report to Congress of the activities of the corporation, and Congress will be informed what has been done with the money entrusted to its care.

But that is not so with corporations that have been incorporated under State law. I have no objection to the enactment of this bill.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the following persons, to wit: James E. Van Zandt, Altoona, Pa.; Bernard K. Kearney, Gloversville, N. Y.; Scott P. Squyres, Oklahoma City, Okla.; Robert B. Handy, Jr., Kansas City, Mo.; Henry F. Marquard, Chicago, Ill.; William E. Guthner, Denver, Colo.; Edward J. Neron, Sacramento, Calif.; Dr. Joseph C. Menendez, New Orleans, La.; the Reverend Paul L. Foulk, Altoona, Pa.; Robert E. Kernodle, Kansas City, Mo.; Walter I. Joyce, New York City, N. Y.; George A. Ilg, Cranston, R. I.; James F. Daley, Hartford, Conn.; Charles R. Haley, Pittsburgh, Pa.; F. C. Devericks, Clarksburg, W. Va.; John J. Skillman, Miami, Fla.; Ellie H. Schill, New Orleans, La.; Gerald C. Mathias, Lagrange, Ind.; James W. Starner, Effingham, Ill.; Leon S. Pickens, Wichita, Kans.; Archie W. Nimens, Minneapolis, Minn.; Dr. Harvey W. Snyder, Denver, Colo.; Charles O. Carlston, San Francisco, Calif.; Walter L. Daniels, Seattle, Wash.; John E. Swaim, Tulsa, Okla.; Peter J. Rosch, Washington, D. C.; and their successors, who are, or who may become, members of the Veterans of Foreign Wars of the United States, a national association of men who as soldiers, sailors, and marines have served this Nation in wars, campaigns, and expeditions on foreign soil or in hostile waters, and such national association, are hereby created and declared a body corporate, known as the Veterans of Foreign Wars of the United States.

SEC. 2. That the said persons named in section 1, or their successors, and such other persons as are duly accredited delegates from any local post or State department of the existing national association known as the Veterans of Foreign Wars of the United States, under its constitution and bylaws, are hereby authorized to meet and to complete the organization of said corporation, by the adoption of a constitution and bylaws, the election of officers, and to do all other things necessary to carry into effect and incidental to the provisions of this act.

SEC. 3. That the purposes of this corporation shall be fraternal, patriotic, historical, and educational; to preserve and strengthen comradeship among its members; to assist worthy comrades; to perpetuate the memory and history of our dead, and to assist their widows and orphans; to maintain true allegiance to the Government of the United States of America, and fidelity to its Constitution and laws; to foster true patriotism; to maintain and extend the institutions of American freedom; and to preserve and defend the United States from all her enemies, whomsoever.

SEC. 4. That the corporation created by this act shall have the following powers: To have perpetual succession with power to sue and be sued in courts of law and equity; to receive, hold, own, use, and dispose of such real estate, personal property, money, contract, rights, and privileges as shall be deemed necessary and incidental for its corporate purposes; to adopt a corporate seal and alter the same at pleasure; to adopt, amend, apply, and administer a constitution, bylaws, and regulations to carry out its purposes, not inconsistent with the laws of the United States or of any State; to adopt, and have the exclusive right to manufacture and use, such emblems and badges as may be deemed necessary in the fulfillment of the purposes of the corporation; to establish and maintain offices for the conduct of its business; to establish, regulate, or discontinue subordinate State and Territorial subdivisions and local chapters or posts; to publish a magazine or other publications, and generally to do any and all such acts and things as may be necessary and proper in carrying into effect the purposes of the corporation.

SEC. 5. That no person shall be a member of this corporation unless he has served honorably as an officer or enlisted man in the Army, Navy, or Marine Corps of the United States of America in any foreign war, insurrection, or expedition, which service shall be recognized as campaign-medal service and governed by the authorization of the award of a campaign badge by the Government of the United States of America.

SEC. 6. That said corporation may and shall acquire all of the assets of the existing national association known as the Veterans of Foreign Wars of the United States upon discharging or satisfactorily providing for the payment discharge of all its liabilities.

SEC. 7. That the said corporation shall have the sole and exclusive right to have and to use, in carrying out its purposes, the name "Veterans of Foreign Wars of the United States" and the sole and exclusive right to the use of its corporate seal, emblems, and badges as adopted by said corporation.

SEC. 8. That said corporation shall, on or before the 1st day of January in each year, make and transmit to the Congress a report of its proceedings for the preceding fiscal year, including a full and complete report of its receipts and expenditures: *Provided, however*, That said financial report shall not be printed as a public document.

SEC. 9. That as a condition precedent to the exercise of any power or privilege herein granted or conferred, the Veterans of Foreign Wars of the United States shall file in the office of the secretary of state of each State the name and post-office address of an authorized agent in such State upon whom legal process or demands against the Veterans of Foreign Wars of the United States may be served.

SEC. 10. That the right to repeal, alter, or amend this act at any time is hereby expressly reserved.

With the following committee amendments:

Page 1, line 9, strike out the word "Doctor", and at the end of the line strike out the word "the."

Page 1, line 10, strike out "Reverend."

Page 2, line 7, strike out the word "Doctor."

The committee amendments were agreed to.

AMERICA AND THE WORLD WAR, APRIL 6, 1917

Mr. LUNDEEN. Mr. Speaker, I move to strike out the last word. Members of Congress, this is neither the time nor the occasion for long speech or debate and controversy. Today we honor our great leader, the immortal La Follette, master statesman these last 50 years of American politics. Yes; La Follette and that great company which followed him and his disciples, among whom I had the privilege to be one of the least.

THE BRAVE AND GALLANT GENERAL SHERWOOD

We remember Gen. Isaac R. Sherwood, last of the Grand Army of the Republic; Congressman and United States Senator William E. Mason, of Illinois; Col. Edward C. Little, of the famous Twentieth Kansas, Spanish-American War hero. These and Senator Lane, of Oregon; Senator Gronna, of North Dakota; Senator Stone, of Missouri, chairman of the Foreign Relations Committee of the United States Senate; Senator Vardaman, of Mississippi; and Senator Norris, most able and distinguished of our Senators today, standing shoulder to shoulder with Robert M. La Follette, on that fateful Good Friday morning when the American people were crucified on the cross of war.

These 6 United States Senators and 50 Congressmen—56 in all—what is the judgment of history today? Coming in on the train from Philadelpia this morning I had ample time to search the great papers of the country, their editorial pages and news articles. Not one of them spoke in praise or sought to interpret the World War, except the New York Sun, and this is the statement of the editorial in the New York Sun:

EDITORIAL ON WORLD WAR, NEW YORK SUN, APRIL 6, 1936

It may not be said that history has yet given its final verdict, but 19 years after we can at least see that however mixed may

have been their motives, however inadequate the arguments they used, the fear of these 56 that the Great War would neither bring "ultimate peace" nor the "liberation" of all peoples have been better realized than the lofty hopes of those who overwhelmed them.

And that is the editorial in a great New York newspaper on the 6th of April 1936—19 years after our declaration of war.

The war lords, the munition makers, the international bankers, and war profiteers had their day, but history is having its day now, and the judgment of history will be harsh and unrelenting upon their guilty heads.

In the train of that war we have today 15,000,000 unemployed; 20,000,000 in relief lines; billions of unpaid European war debts; a national debt which neither we nor our children nor our children's children will ever see paid. That is the price of adventure into foreign lands and into quarrels and intrigues we do not understand and never will understand.

OUR VETERANS OF FOREIGN WARS

How lofty then the pronouncements of Washington, Jefferson, Jackson, and Lincoln who warned us, "Why stand upon foreign ground?" I take it this is an appropriate time to venture these few remarks on April 6, 1936, and now while we are considering this very bill dealing with matters concerning veterans of foreign wars, I want to say that I have always supported the veterans of all wars and always will. If the veterans want this bill I am for it. They served in time of war and duty demands that we remember them in times of peace. But why call our boys into foreign service? We will defend our own soil; there let us stop.

The greatest state paper of all time—the Washington Farewell Address—oh, why do we give only lip service, why not follow his advice—Washington was a wiser patriot than any of these who are now—listen.

THE FAREWELL WORDS OF WASHINGTON

Nothing is more essential than that permanent, inveterate antipathies against particular nations and passionate attachments for others, should be excluded; and that, in place of them, just and amicable feelings toward all should be cultivated. The nation which indulges towards another an habitual hatred, or an habitual fondness, is in some degree a slave. It is a slave to its animosity or to its affection, either of which is sufficient to lead it astray from its duty and its interest. Antipathy in one nation against another, disposes each more readily to offer insult and injury, to lay hold of slight causes of umbrage, and to be haughty and intractable when accidental or trifling occasions of dispute occur. Hence, frequent collisions, obstinate, envenomed, and bloody contests. The nation, prompted by ill will and resentment, sometimes impels to war the government, contrary to the best calculations of policy. The government sometimes participates in the national propensity, and adopts through passion what reason would reject; at other times, it makes the animosity of the nation subservient to projects of hostility, instigated by pride, ambition, and other sinister and pernicious motives. The peace often, sometimes perhaps the liberty of nations, has been the victim.

So likewise, a passionate attachment of one nation for another produces a variety of evils. Sympathy for the favorite nation, facilitating the illusion of an imaginary common interest, in cases where no real common interest exists, and infusing into one the enmities of the other, betrays the former into a participation in the quarrels and wars of the latter, without adequate inducements or justifications. It leads also to concessions to the favorite nation of privileges denied to others, which is apt doubly to injure the nation making the concessions, by unnecessarily parting with what ought to have been retained, and by exciting jealousy, ill will, and a disposition to retaliate in the parties from whom equal privileges are withheld; and it gives to ambitious, corrupted, or deluded citizens who devote themselves to the favorite nation, facility to betray or sacrifice the interests of their own country, without odium, sometimes even with popularity; gilding with the appearances of a virtuous sense of obligation, a commendable deference for public opinion, or a laudable zeal for public good, the base or foolish compliances of ambition, corruption, or infatuation.

As avenues to foreign influence in innumerable ways, such attachments are particularly alarming to the truly enlightened and independent patriot. How many opportunities do they afford to tamper with domestic factions, to practice the arts of seduction, to mislead public opinion, to influence or awe the public councils! Such an attachment of a small or weak, towards a great and powerful nation, dooms the former to be the satellite of the latter.

Against the insidious wiles of foreign influence (I conjure you to believe me, fellow citizens) the jealousy of a free people ought to be constantly awake; since history and experience prove that foreign influence is one of the most baneful foes of republican government. But that jealousy, to be useful, must be impartial, else it becomes the instrument of the very influence to be avoided, instead of a defense against it. Excessive partiality for one foreign nation and excessive dislike for another cause those whom they actuate to see danger only on one side, and serve to veil and even second the arts of influence on the other. Real patriots, who may resist the intrigues of the favorite, are liable to become suspected and odious; while its tools and dupes usurp the applause and confidence of the people to surrender their interests.

The great rule of conduct for us, in regard to foreign nations, is, in extending our commercial relations, to have with them as little political connection as possible. So far as we have already formed engagements, let them be fulfilled with perfect good faith. Here let us stop.

Europe has a set of primary interests which to use have none, or a very remote relation. Hence she must be engaged in frequent controversies, the causes of which are essentially foreign to our concerns. Hence, therefore, it must be unwise in us to implicate ourselves, by artificial ties, in the ordinary vicissitudes of her politics, or the ordinary combinations and collisions of her friendships or enmities.

Our detached and distant situation invites and enables us to pursue a different course. If we remain one people, under an efficient government, the period is not far off when we may defy material injury from external annoyance; when we may take such an attitude as will cause the neutrality we may at any time resolve upon to be scrupulously respected; when belligerent nations, under the impossibility of making acquisitions upon us, will not lightly hazard the giving us provocation; when we may choose peace or war, as our interest, guided by justice, shall counsel.

Why forego the advantages of so peculiar a situation? Why quit our own to stand upon foreign ground? Why, by interweaving our destiny with that of any part of Europe, entangle our peace and prosperity in the toils of European ambition, rivalship, interest, humor, or caprice?

It is our true policy to steer clear of permanent alliance with any portion of the foreign world; so far, I mean, as we are now at liberty to do it; for let me not be understood as capable of patronizing infidelity to existing engagements. I hold the maximum no less applicable to public than private affairs, that honesty is always the best policy. I repeat it, therefore, let those engagements be observed in their genuine sense. But in my opinion, it is unnecessary, and would be unwise to extend them.

Taking care always to keep ourselves by suitable establishments, on a respectable defensive posture, we may safely trust to temporary alliances for extraordinary emergencies.

Harmony, and a liberal intercourse with all nations, are recommended by policy, humanity, and interest. But even our commercial policy should hold an equal and impartial hand; neither seeking nor granting exclusive favors or preferences; consulting the natural course of things; diffusing and diversifying by gentle means the streams of commerce, but forcing nothing; establishing with powers so disposed, in order to give trade a stable course, to define the rights of our merchants, and to enable the government to support them, conventional rules of intercourse, the best that present circumstances and mutual opinion will permit, but temporary, and liable to be from time to time abandoned or varied as experience and circumstances shall dictate; constantly keeping in view, that it is folly in one nation to look for disinterested favors from another; that it must pay with a portion of its independence for whatever it may accept under that character; that by such acceptance, it may place itself in the condition of having given equivalents for nominal favors, and yet of being reproached with ingratitude for not giving more. There can be no greater error than to expect, or calculate upon real favors from nation to nation. It is an illusion which experience must cure, which a just pride ought to discard.

That is real Americanism and it is good enough for any real red-blooded American.

THE FOREIGN POLICY OF WASHINGTON AND JEFFERSON

Remember that American foreign policy for a century and a half followed the straight course laid down by Washington, Jefferson, Jackson, Lincoln, and every President down to and including the first administration of the war President. That policy was friendship for all, trade with all, and entangling alliances with none.

The President and the Congress elected in 1916 on the solemn pledge to keep America out of the World War immediately proceeded to betray that pledge and plunged America into the quarrels of Europe, from which our forefathers wisely emigrated in order that they might build a new nation, free from kings and emperors, European conscription, war taxes, and wars.

This departure from the Washington-Jefferson foreign policy was a colossal blunder and a crime against the American people, and so long as those who plunged us into that disaster continue in power we will never extricate ourselves from this panic.

FIFTY-SIX MEMBERS OF CONGRESS VOTED AGAINST OUR ENTRY INTO THE WORLD WAR

Two years ago there were 8 Congressmen out of 50 and 1 United States Senator out of 6 remaining in Congress who voted against America entering the World War: Almon, of Alabama; Britten, of Illinois; Church, of California; Dill, of Washington; Frear, of Wisconsin; Knutson, of Minnesota;

Lundeen, of Minnesota, in the House; and United States Senator George W. Norris, in the Senate. After serving in the House during the War, Congressman Dill, of Washington, was later elected United States Senator, and served there some 12 years.

In the present Congress only three of these eight remain: The senior Senator from Nebraska, GEORGE W. NORRIS, the noblest Roman of them all; the able dean of the Minnesota delegation, who has served continuously in Congress for some 19 years, HAROLD KNUTSON, of Minnesota; and your servant, ERNEST LUNDEEN.

COST OF THE WORLD WAR

On Armistice Day, November 11, 1928, Calvin Coolidge, then President, made this statement: "When the last soldier and the last dependent of the soldier has disappeared over the horizon the World War will have cost America more than $100,000,000,000."

SHALL WE ENTER ANOTHER WORLD WAR?

America is again on the road to war. The greatest peacetime war preparations in the history of this world are now under way in these United States. No nation at any time in the history of the world has ever indulged in such tremendous building for war. War for what? War against whom? Who is going to attack us? Oh, yes; I see we are going to deliver the deciding blow on other continents—Asia, Europe, or Africa. Our Army is to be the policeman of the earth. We are going to decide for other nations how they are going to govern themselves. A most dangerous and destructive international policy. Every nation and every empire in the world attempting anything like that went crashing into the dust of the ages.

DEFEND OUR OWN SOIL—THERE LET US STOP

We want America to live. We need only such preparations as will defend our own soil. Thrusting ourselves into the quarrels of other nations will never settle those quarrels and will only injure ourselves. We are again on the road to war. We traveled that road 19 years ago. Speak now before it is too late.

"SAVE THE WORLD FOR DEMOCRACY"—"END ALL WAR"

April 6, 1917, we went to war, they said to "Save the world for democracy"; to "end all war", to erect a League of Nation structure with a sovereignty over our sovereignty and a flag over our flag, inevitably imposing dictation from Europe. Not a single Congressman can be found who will rise on this floor and defend his voting for war. Selfish, ignorant, and stupid men plunged America into the abyss of the World War. We financed that war and brought America's financial structure into collapse and chaos.

THE WESTERN HEMISPHERE IS OUR SPHERE OF ACTION

I am glad I opposed America's entering that war. I am glad that there is no blood on my hands, and I pledge the American people most sincerely and solemnly that I will never be party to plunging the youth of America into the wars of Asia, Europe, and Africa. The Western Hemisphere is our sphere of action—North and South America and the outlying islands; that is sphere enough for us. We are losing heavily in South American trade. We need to extend our influence and trade there. More than 90 percent of the trade of the United States is within our own borders. Here we can build solidly and upon a sure foundation for future success, prosperity, and real national greatness.

DO NOT DESTROY AMERICAN DEMOCRACY ON THE BATTLEFIELDS OF EUROPE

America will work its way out. Of that I am sure. We must not make that blunder again, lest we may not work our way out another time. It may then be forever too late. If you wish to imperil American democracy, send our armies into a second world war, and you may see forms of government yet undreamed of. The Washington, Jefferson, Jackson, and Lincoln foreign policy is the north star of our foreign affairs. It ought to be good enough for any real red-blooded American. Friendship with all nations; trade with all nations; entangling alliances with none.

On April 6, 1936, we again call the roll.

SENATORS WHO VOTED AGAINST ENTRY INTO WORLD WAR

Gronna, La Follette, Lane, Norris, Stone, Vardaman.

REPRESENTATIVES WHO VOTED AGAINST ENTRY INTO WORLD WAR

Almon, Bacon, Britten, Browne, Burnett, Cary, Church, Connelly of Kansas, Cooper of Wisconsin, Davidson, Davis, Decker, Dill, Dillon, Dominick, Esch, Frear, Fuller of Illinois, Haugen, Hayes, Hensley, Hilliard, Hull of Iowa, Igoe, Johnson of South Dakota, Keating, King, Kinkaid, Kitchin, Knutson, La Follette, Little, London, Lundeen, McLemore, Mason, Nelson, Randall, Rankin, Reavis, Roberts, Rodenberg, Shackleford, Sherwood, Sloan, Stafford, Van Dyke, Voigt, Wheeler, and Woods of Iowa.

[Applause.]

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

ADJUSTING COMPENSATION OF RAILWAY MAIL SERVICE OFFICIALS

The Clerk called the bill (H. R. 10267) to provide for adjusting the compensation of division superintendents, assistant division superintendents, assistant superintendents at large, assistant superintendent in charge of car construction, chief clerks, assistant chief clerks, and clerks in charge of sections in offices of division superintendents in the Railway Mail Service, to correspond to the rates established by the Classification Act of 1923, as amended.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the Postmaster General is authorized and directed to adjust the compensation of division superintendents, assistant division superintendents, assistant superintendents at large, assistant superintendent in charge of car construction, chief clerks, assistant chief clerks, and clerks in charge of sections in offices of division superintendents, Railway Mail Service, to correspond, so far as may be practicable, to the rates established by the Classification Act of 1923, as amended, for positions in the departmental service in the District of Columbia. Any appropriation now or hereafter available for the payment of the compensation of employees in the Railway Mail Service shall be available for payment of compensation in accordance with the rates adjusted in accordance with the provisions of this act.

With the following committee amendment:

Page 1, line 3, after the word "General", insert "with the concurrence of the Civil Service Commission."

The amendment was agreed to; and the bill, as amended, was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

CREDITING LABORERS IN POSTAL SERVICE WITH SUBSTITUTE SERVICE

The Clerk called the bill (H. R. 10930) to credit laborers in the Postal Service with any fractional part of a year's substitute service toward promotion.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That Public Act No. 366, entitled "An act to provide time credits for substitute laborers in the Post Office when appointed as regular laborers", approved August 27, 1935 (U. S. C., 1934, title 39, sec. 101), is amended to read as follows:

"That section 5 of the act entitled 'An act reclassifying the salaries of postmasters and employees of the Postal Service, readjusting their salaries and compensation on an equitable basis, increasing postal rates to provide for such readjustment, and for other purposes', approved February 28, 1925 (43 Stat. 1053; U. S. C., title 39, sec. 101), is amended by adding thereto a new paragraph to read as follows:

" 'Whenever any substitute laborer, watchman, or messenger is appointed to a permanent position as laborer, watchman, or messenger, the substitute service performed by such laborer, watchman, or messenger shall be computed in determining the eligibility of such person for promotion to grade 2 on the basis of 306 days of 8 hours constituting a year's service. Effective at the beginning of the first quarter following approval of this act, all laborers, watchmen, and messengers who have not progressed to grade 2 shall be promoted to that grade, provided they have the necessary credit of 306 days of 8 hours each constituting a year's service.

" 'Any fractional part of a year's substitute service will be included with service as a regular laborer, watchman, or messenger in the Postal Service in determining eligibility for promotion to the next higher grade following appointment to a regular position. Effective at once following approval of this act, all laborers, watchmen, and messengers who have not progressed to grade 2 shall be promoted to that grade, provided they have the necessary credit of 306 days of 8 hours each constituting a year's service.' "

With the following committee amendments:

Page 1, line 6, in the parentheses after figures "1934", insert "edition, Supp. I", and on page 2, line 3, in the parentheses, strike "1053" and insert "1060."

The committee amendments were agreed to.

The bill as amended was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

CONVEYING CERTAIN LANDS TO CLACKAMAS COUNTY, OREG.

The Clerk called the bill (H. R. 9485) to convey certain lands to Clackamas County, Oreg., for public-park purposes.

The SPEAKER. Is there objection?

Mr. WOLCOTT. Mr. Speaker, I reserve the right to object. The Secretary of the Interior, in making his report on this bill, made certain recommendations concerning an amendment which would protect the Government. I notice that although consideration was undoubtedly given to his amendment, it was not recommended by the committee. I am wondering if the committee can explain why the recommendation of the Secretary of the Interior was not followed in that respect.

Mr. MOTT. Mr. Speaker, if the gentleman will yield, I will be glad to explain. The recommendation in the Secretary's report to the Public Lands Committee seems to be a formal suggestion which is invariably made by him on any bill of this kind. The matter came up and was thoroughly considered by the committee, and the committee did not concur in the Secretary's suggested amendment. Bills conveying public lands of this character to municipalities for park purposes and for watershed protection, and so forth, have usually been approved by our committee in the form in which this bill is written. The Government is thoroughly protected under the provisions of this bill, and it does not place upon the municipality the unnecessary hardship which the amendment suggested by the Secretary of the Interior would incur. The Secretary of the Interior always makes this suggestion, but you will not find it incorporated in any of the bills of this kind which have been reported out of our committee during the past two sessions.

The SPEAKER. Is there objection?

There was no objection.

The Clerk read the bill, as follows:

Be it enacted, etc., That the Secretary of the Interior is authorized and directed to issue a patent to Clackamas County, Oreg., on behalf of the United States, for the southeast quarter southwest quarter, the northeast quarter southwest quarter, and the northwest quarter southeast quarter section 11, township 4 south, range 2 east, Willamette meridian, in the State of Oregon, containing 120 acres, more or less, on condition that such county shall accept and use such lands solely for public-park purposes; but if such county shall at any time cease to use such lands for public-park purposes, or shall permit the use of such lands for any other purpose, or shall alienate or attempt to alienate them, they shall revert to the United States: *Provided*, That there shall be reserved to the United States, its patentees, or their transferees, the right to cut and remove therefrom the merchantable timber reserving to Clackamas County, Oreg., when such sale is made under the provisions of the act of June 9, 1916 (39 Stat. 218), a preference right to purchase the timber at the highest price bid.

SEC. 2. The Secretary of the Interior shall prescribe all necessary regulations to carry into effect the foregoing provisions of this act.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

PURCHASE OF PUBLIC LAND BY SCAPPOOSE, OREG.

The Clerk called the bill (H. R. 9654) to authorize the purchase by the city of Scappoose, Oreg., of a certain tract of public land revested in the United States under the act of June 9, 1916 (39 Stat. 218).

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the Secretary of the Interior be, and he is hereby, authorized to issue a patent, upon payment of $2.50 per acre, or fraction thereof, to the city of Scappoose, Oreg., for the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of section 11, township 3 north, range 2 west, Willamette meridian, containing approximately 80 acres, subject to all valid existing rights at the time of the filing of the application by the city of Scappoose: *Provided*, That there shall be reserved to the United States, its patentees, or their transferees, the right to cut and remove therefrom the merchantable timber, which in the opinion of the Secretary of the Interior may be cut and removed without material damage to the city reservoir, reserving to said city of Scappoose, when such sale is made under the provisions of the act of June 9, 1916, a preference right to purchase the timber at the highest price bid.

SEC. 2. That the Secretary of the Interior shall prescribe all necessary regulations to carry into effect the foregoing provisions of this act.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

TERM OF DISTRICT COURT AT PANAMA CITY, FLA.

The Clerk called the bill (H. R. 9244) providing for the establishment of a term of the District Court of the United States for the Northern District of Florida at Panama City, Fla.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That a term of the District Court of the United States for the Northern District of Florida shall be held annually at Panama City, Fla., on the first Monday in September: *Provided*, That suitable rooms and accommodations for holding court at Panama City are furnished without expense to the United States.

Mr. MILLER. Mr. Speaker, I offer the following amendment.

The Clerk read as follows:

Amendment offered by Mr. MILLER: Page 1, line 5, strike out the word "September" and insert in lieu thereof the word "October."

The amendment was agreed to; and the bill, as amended, was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

UNIFORM OCEAN BILLS OF LADING

The Clerk called the next bill, S. 1152, relating to the carriage of goods by sea.

There being no objection, the Clerk read as follows:

Be it enacted, etc., That every bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea to or from ports of the United States, in foreign trade, shall have effect subject to the provisions of this act.

TITLE I

SECTION 1. When used in this act—

(a) The term "carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.

(b) The term "contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, insofar as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.

(c) The term "goods" includes goods, wares, merchandise, and articles of every kind whatsoever, except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.

(d) The term "ship" means any vessel used for the carriage of goods by sea.

(e) The term "carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship.

RISKS

SEC. 2. Subject to the provisions of section 6, under every contract of carriage of goods by sea, the carrier in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities and entitled to the rights and immunities hereinafter set forth.

RESPONSIBILITIES AND LIABILITIES

SEC. 3. (1) The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to—

(a) Make the ship seaworthy;

(b) Properly man, equip, and supply the ship;

(c) Make the holds, refrigerating and cooling chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage, and preservation.

(2) The carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

(3) After receiving the goods into his charge the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

(a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped

or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.

(b) Either the number of packages or pieces, or the quantity or weight, as the case may be, as furnished in writing by the shipper.

(c) The apparent order and condition of the goods: *Provided,* That no carrier, master, or agent of the carrier, shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

(4) Such a bill of lading shall be prima-facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraphs (3) (a), (b), and (c) of this section: *Provided,* That nothing in this act shall be construed as repealing or limiting the application of any part of the act, as amended, entitled "An act relating to bills of lading in interstate and foreign commerce", approved August 29, 1916 (U. S. C., title 49, secs. 81–124), commonly known as the Pomerene Bills of Lading Act.

(5) The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him; and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

(6) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima-facie evidence of the delivery by the carrier of the goods as described in the bill of lading. If the loss or damage is not apparent, the notice must be given within 3 days of the delivery.

Said notice of loss or damage may be endorsed upon the receipt for the goods given by the person taking delivery thereof.

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event, the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within 1 year after delivery of the goods or the date when the goods should have been delivered: *Provided,* That if a notice of loss or damage, either apparent or concealed, is not given as provided for in this section, that fact shall not affect or prejudice the right of the shipper to bring suit within 1 year after the delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

(7) After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier to the shipper shall, if the shipper so demands, be a "shipped" bill of lading: *Provided,* That if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this section be deemed to constitute a "shipped" bill of lading.

(8) Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with the goods, arising from negligence, fault, or failure in the duties and obligations provided in this section, or lessening such liability otherwise than as provided in this act, shall be null and void and of no effect. A benefit of insurance in favor of the carrier, or similar clause, shall be deemed to be a clause relieving the carrier from liability.

RIGHTS AND IMMUNITIES

SEC. 4. (1) Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped, and supplied, and to make the holds, refrigerating and cooling chambers, and all other parts of the ship in which goods are carried fit and safe for their reception, carriage, and preservation in accordance with the provisions of paragraph (1) of section 3. Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other persons claiming exemption under this section.

(2) Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from—

(a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;

(b) Fire, unless caused by the actual fault or privity of the carrier;

(c) Perils, dangers, and accidents of the sea or other navigable waters;

(d) Act of God;

(e) Act of war;

(f) Act of public enemies;

(g) Arrest or restraint of princes, rulers, or people, or seizure under legal process;

(h) Quarantine restrictions;

(i) Act or omission of the shipper or owner of the goods, his agent or representative;

(j) Strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general: *Provided,* That nothing herein contained shall be construed to relieve a carrier from responsibility for the carrier's own acts;

(k) Riots and civil commotions;

(l) Saving or attempting to save life or property at sea;

(m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods;

(n) Insufficiency of packing;

(o) Insufficiency or inadequacy of marks;

(p) Latent defects not discoverable by due diligence; and

(q) Any other cause arising without the actual fault and privity of the carrier and without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

(3) The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault, or neglect of the shipper, his agents, or his servants.

(4) Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of this act or the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom: *Provided, however,* That if the deviation is for the purpose of loading or unloading cargo or passengers it shall, prima facie, be regarded as unreasonable.

(5) Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the transportation of goods in an amount exceeding $500 per package lawful money of the United States, or in case of goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading. This declaration, if embodied in the bill of lading, shall be prima-facie evidence, but shall not be conclusive on the carrier.

By agreement between the carrier, master, or agent of the carrier, and the shipper, another maximum amount than that mentioned in this paragraph may be fixed: *Provided,* That such maximum shall not be less than the figure above named. In no event shall the carrier be liable for more than the amount of damage actually sustained.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to or in connection with the transportation of the goods if the nature or value thereof has been knowingly and fraudulently misstated by the shipper in the bill of lading.

(6) Goods of an inflammable, explosive, or dangerous nature to the shipment whereof the carrier, master, or agent of the carrier, has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

SURRENDER OF RIGHTS AND IMMUNITIES AND INCREASE OF RESPONSIBILITIES AND LIABILITIES

SEC. 5. A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under this act, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.

The provisions of this act shall not be applicable to charter parties, but if bills of lading are issued in the case of a ship under a charter party they shall comply with the terms of this act. Nothing in this act shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

SPECIAL CONDITIONS

SEC. 6. Notwithstanding the provisions of the preceding sections, a carrier, master or agent of the carrier, and a shipper shall, in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness (so far as the stipulation regarding seaworthiness is not contrary to public policy), or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea: *Provided,* That in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a nonnegotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect: *Provided,* That this section shall not apply to ordinary commercial

shipments made in the ordinary course of trade but only to other shipments where the character or condition of the property to be carried or the circumstances, terms, and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.

SEC. 7. Nothing contained in this act shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation, or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on and subsequent to the discharge from the ship on which the goods are carried by sea.

SEC. 8. The provisions of this act shall not affect the rights and obligations of the carrier under the provisions of the Shipping Act, 1916, or under the provisions of sections 4281 to 4289, inclusive, of the Revised Statutes of the United States, or of any amendments thereto; or under the provisions of any other enactment for the time being in force relating to the limitation of the liability of the owners of seagoing vessels.

TITLE II

SEC. 9. Nothing contained in this act shall be construed as permitting a common carrier by water to discriminate between competing shippers similarly placed in time and circumstances, either (a) with respect to their right to demand and receive bills of lading subject to the provisions of this act; or (b) when issuing such bills of lading, either in the surrender of any of the carrier's rights and immunities or in the increase of any of the carrier's responsibilities and liabilities pursuant to section 5, title I, of this act; or (c) in any other way prohibited by the Shipping Act, 1916, as amended.

SEC. 10. Section 25 of the Interstate Commerce Act is hereby amended by adding the following proviso at the end of paragraph 4 thereof: *"Provided, however,* That insofar as any bill of lading authorized hereunder relates to the carriage of goods by sea, such bill of lading shall be subject to the provisions of the Carriage of Goods by Sea Act."

SEC. 11. Where under the customs of any trade the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper, and the fact that the weight is so ascertained or accepted is stated in the bill of lading, then, notwithstanding anything in this act, the bill of lading shall not be deemed to be prima-facie evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

SEC. 12. Nothing in this act shall be construed as superseding any part of the act entitled "An act relating to navigation of vessels, bills of lading, and to certain obligations, duties, and rights in connection with the carriage of property", approved February 13, 1893, or of any other law which would be applicable in the absence of this act, insofar as they relate to the duties, responsibilities, and liabilities of the ship or carrier prior to the time when the goods are loaded on or after the time they are discharged from the ship.

SEC. 13. This act shall apply to all contracts for carriage of goods by sea to or from ports of the United States in foreign trade. As used in this act the term "United States" included its districts, territories, and possessions: *Provided,* however, That the Philippine Legislature may by law exclude its application to transportation to or from ports of the Philippine Islands. The term "foreign trade" means the transportation of goods between the ports of the United States and ports of foreign countries. Nothing in this act shall be held to apply to contracts for carriage of goods by sea between any port of the United States or its possessions, and any other port of the United States or its possessions: *Provided, however,* That any bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea between such ports, containing an express statement that it shall be subject to the provisions of this act, shall be subjected hereto as fully as if subject hereto by the express provisions of this act: *Provided further,* That every bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea from ports of the United States, in foreign trade, shall contain a statement that it shall have effect subject to the provisions of this act.

SEC. 14. Upon the certification of the Secretary of Commerce that the foreign commerce of the United States in its competition with that of foreign nations is prejudiced by the provisions, or any of them, of title I of this Act, or by the laws of any foreign country or countries relating to the carriage of goods by sea, the President of the United States may, from time to time, by proclamation, suspend any or all provisions of title I of this act for such periods of time or indefinitely as may be designated in the proclamation. The President may at any time rescind such suspension of title I hereof, and any provisions thereof which may have been suspended shall thereby be reinstated and again apply to contracts thereafter made for the carriage of goods by sea. Any proclamation of suspension or recission of any such suspension shall take effect on a date named therein, which date shall be not less than 10 days from the issue of the proclamation.

Any contract for the carriage of goods by sea, subject to the provisions of this act, effective during any period when title I hereof, or any part thereof, is suspended, shall be subject to all provisions of law now or hereafter applicable to that part of title I which may have thus been suspended.

SEC. 15. This act shall take effect 90 days after the date of its approval; but nothing in this act shall apply during a period not to exceed 1 year following its approval to any contract for the carriage of goods by sea, made before the date on which this act is approved, nor to any bill of lading or similar document of title issued, whether before or after such date of approval in pursuance of any such contract as aforesaid.

SEC. 16. This act may be cited as the "Carriage of Goods by Sea Act."

Passed the Senate July 29 (calendar day, Aug. 16), 1935.

Attest:

EDWIN A. HALSEY, *Secretary.*

With the following committee amendment:

Page 14, line 25, strike out the word "included" and insert in lieu thereof the word "includes."

The committee amendment was agreed to.

The bill as amended was ordered to be read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

BLUE RIDGE PARKWAY

The Clerk called the next bill, H. R. 10922, to provide for the administration and maintenance of the Blue Ridge Parkway, in the States of Virginia and North Carolina, by the Secretary of the Interior, and for other purposes.

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. ZIONCHECK. Mr. Speaker, I ask unanimous consent that this bill be passed over without prejudice, in the absence of the author or sponsor of the bill.

The SPEAKER. Is there objection to the request of the gentleman from Washington?

There was no objection.

LEAVE OF ABSENCE TO SETTLERS OF HOMESTEAD LANDS DURING 1936

The Clerk called the next bill, H. R. 9997, granting a leave of absence to settlers of homestead lands during the year 1936.

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. WOLCOTT. Mr. Speaker, reserving the right to object, may I ask if this is the same bill which we have been called upon to pass every year for the last 4 years? Does it differ in any way from those bills?

Mr. GREEVER. There is no difference at all.

Mr. WOLCOTT. I understand the purpose of the act is so that they will keep their rights, even though during the period of the depression they have had to seek a livelihood, or part of a livelihood, in other pursuits and have had to leave the land temporarily for that purpose?

Mr. GREEVER. That is it exactly. It is where they have to leave their homesteads in order to obtain work for the necessities of life. That is what the bill provides.

Mr. COSTELLO. Will the gentleman yield further?

Mr. GREEVER. I yield.

Mr. COSTELLO. The Secretary of the Interior has recommended an amendment to the bill. Would the committee be willing to accept that amendment, that is, that payments should be made on the lands, rather than defer them?

Mr. GREEVER. I may say the committee did not feel that that amendment should be made.

Mr. COSTELLO. But the committee did consider the amendment at the time?

Mr. GREEVER. Yes; the amendment was considered by the committee.

The SPEAKER. Is there objection?

There being no objection, the Clerk read as follows:

Be it enacted, etc., That any homestead settler or entryman who, during the calendar year 1936 should find it necessary, because of economic conditions, to leave his homestead to seek employment in order to obtain the necessaries of life for himself or family or to provide for the education of his children, may, upon filing with the register of the district his affidavit, supported by corroborating affidavits of two disinterested persons, showing the necessity of such absence, be excused from compliance with the requirements of the homestead laws as to residence, cultivation, improvements, expenditures, or payment of purchase money, as the case may be, during all or any part of the calendar year 1936, and said entries shall not be open to contest or protest because of failure to comply with such requirements during such absence; except that the time of such absence shall not be deducted from the actual resi-

dence required by law, but a period equal to such absence shall be added to the statutory life of the entry: *Provided*, That any entryman holding an unperfected entry on ceded Indian lands may be excused from the requirements of residence upon the conditions provided herein, but shall not be entitled to extension of time for the payment of any installment of the purchase price of the land except upon payment of interest, in advance, at the rate of 4 percent per annum on the principal of any unpaid purchase price from the date when such payment or payments became due to and inclusive of the date of the expiration of the period of relief granted hereunder.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

PERMISSION TO ADDRESS THE HOUSE

Mr. LEWIS of Maryland. Mr. Speaker, I ask unanimous consent that I may address the House for 3 minutes.

The SPEAKER. Is there objection to the request of the gentleman from Maryland?

Mr. MARTIN of Massachusetts. Mr. Speaker, I object.

CONSENT CALENDAR

EXTENSION OF BOUNDARIES OF HOT SPRINGS NATIONAL PARK

The Clerk called the next bill, H. R. 9183, to provide for the extension of the boundaries of the Hot Springs National Park in the State of Arkansas, and for other purposes.

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. RICH. Mr. Speaker, reserving the right to object, this is a bill providing that the Federal Government may acquire additional lands to increase the Hot Springs National Park. I would like to ask the gentleman who is sponsoring this bill what increased amount of money will be required of the Federal Government?

Mr. McCLELLAN. The approximate value of the lots involved in this bill is $15,000, but I will say to the gentleman from Pennsylvania it is not expected that the Government should bear that burden. The Chamber of Commerce of the City of Hot Springs contemplates the purchase of the lots, with the aid of the Department, but they cannot purchase the lots, or the Government cannot acquire title until it is authorized to do so, even though the lots are given.

Mr. RICH. Does the gentleman mean that the Chamber of Commerce of Hot Springs is going to see that these lots go to the Federal Government without any cost to the Federal Government.

Mr. McCLELLAN. I do not say that. I say they are working in cooperation with the Department and will expect to make a substantial contribution.

Mr. RICH. But the gentleman expects some of the departments of Government to make a contribution of this money to purchase the property.

Mr. McCLELLAN. I will say to the gentleman that the appropriation is already made. No new appropriation will be required for the purpose, but the Government has expended on this park at the place where we desire to acquire these interests approximately $200,000 to improve it within the past year. There is no adequate entrance to the park. The only purpose is to make it possible for the Government to extend the boundaries so that a proper entrance can be provided.

Mr. RICH. I appreciate that, but the Hot Springs National Park is a great area of ground at the present time. We keep adding to these national parks for the purpose of increasing the size of them. Every time we increase the size of them we have additional expense. If the Chamber of Commerce of Hot Springs, Ark., or some other person or persons, is going to see that this land is donated to the Federal Government, I will not object, but if the gentleman cannot give me that assurance, I will have to object to the passage of the bill.

Mr. McCLELLAN. I do not want to make any statement that will mislead the gentleman. It is my impression that the chamber of commerce is going to make a contribution, together with the Department, and in that way acquire the property. Now, the city wants to contribute as well as the Government and jointly acquire the property which is needed. I am sure the gentleman, if he understood the local situation, would heartily endorse this from the standpoint of patriotism and pride of country. There is no use in spending a lot of money in having these parks and then not having a suitable or appropriate entrance. It is for the interest of the Government as well as for the citizens of Hot Springs.

Mr. RICH. We tried to get that information in our committee hearings, and I was unable to get the information as to what this was going to cost. I think we ought to be able to get that information before we allow this bill to be enacted into law.

Mr. McCLELLAN. I believe the gentleman is in error and was not present at the committee hearing when this bill was considered.

Mr. RICH. I think I was present when this bill was considered on March 19 in the Public Lands Committee. Several similar bills were considered at the same time and we did not know what the cost would be. This is what I am trying to find out now.

Mr. McCLELLAN. I think the gentleman is mistaken, for I presented the bill myself and the gentleman was not there. No question was raised about the cost. I think the gentleman has confused this with some other bill.

Mr. RICH. I would not want a misstatement on my part to appear in the RECORD, but I may state to the gentleman that I have been present at almost every one of the Public Lands Committee hearings, and the members on the Public Lands Committee will bear me out in this statement. I have only missed a meeting when I was in attendance at some other committee. I do not think, however, I have missed any Public Lands Committee meetings this year. What I have been trying to find out is what the cost of these various improvements will be, and it is very difficult to get the amounts. Each year we add to the national parks it costs for maintenance additional money. I am trying to get from the gentleman a statement as to how much this will cost the Federal Government.

Mr. McCLELLAN. I think the gentleman is mistaken about being present when this bill was taken up.

Mr. RICH. If the gentleman can tell me whether the Federal Government is going to have to shoulder all of the cost involved in this project, I wish he would.

Mr. McCLELLAN. I may say to the gentleman that the cost should not exceed $15,000. The people there are very much interested and want to cooperate. They are trying to do what the gentleman would expect to be done if this were a park in the gentleman's district.

Mr. RICH. Will they pay half of it?

Mr. McCLELLAN. I have no authority to bind them, but I think that is the situation.

Mr. RICH. If it does not cost more than half of the $15,000, under the gentleman's assurance, I will let the bill pass.

Mr. McCLELLAN. I have stated the true purpose and intention of all concerned as I understand it to be.

The SPEAKER. Is there objection to the consideration of the bill?

There was no objection.

The Clerk read the bill, as follows:

Be it enacted, etc., That the boundaries of the Hot Springs National Park in the State of Arkansas be, and the same are hereby, extended to include the following land, to wit: Lot 11, block 101; lot 5, block 185; lot 6, block 186; lots 5, 6, and 7, block 187; and lots 1, 2, 3, 6, and 15, block 188, United States Hot Springs Reservation, as surveyed, mapped, and plotted by the United States Hot Springs Commission, and any of such lands when acquired by the Secretary of the Interior on behalf of the United States shall be and remain a part of the Hot Springs National Park, subject to all laws and regulations applicable thereto.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

GEN. HIGINIO ALVAREZ

The Clerk called the next bill, H. R. 11961, authorizing an appropriation for the payment of the claim of Gen. Higinio Alvarez, a Mexican citizen, with respect to lands on the Farmers Banco in the State of Arizona.

Mr. WOLCOTT. Mr. Speaker, I make a point of order against the bill.

The SPEAKER. The gentleman will state the point of order.

Mr. WOLCOTT. Rule XIII, clause 1, paragraph 3, dealing with reference of bills to calendars, reads:

COMMITTEE OF THE WHOLE

A calendar of the House to which shall be referred all bills of a private character.

This is a bill of a private character and, in my opinion, clearly comes within this rule and should be on the Private Calendar instead of the Consent Calendar.

Mr. BLOOM. Mr. Speaker, if I may be heard on the point of order, this is not a private bill but is a bill that interests the Government of Mexico and other individuals. The Government has taken over the property, and to get possession of it, is to pay part of this money to the Government of Mexico and the other part, $5,000, to General Alvarez.

Mr. WOLCOTT. In this case, though, Mexico acts merely as the agent or trustee of the claimant, Gen. Higinio Alvarez.

Mr. BLOOM. I maintain the bill is properly on the Consent Calendar, for one of the claimants under the bill with whom the Government of the United States must settle is the Government of Mexico.

Mr. JOHNSON of Texas. Mr. Speaker, will the Chair hear me on the point of order?

The SPEAKER. The Chair will hear the gentleman briefly.

Mr. JOHNSON of Texas. The claim in this case rises between the Government and an individual upon the question of the boundary line between Mexico and the United States. Due to a flood in 1905 by which the course of the Rio Grande River, which constitutes the boundary line, was changed a dispute occurred between the United States and Mexico over the boundary.

The SPEAKER. Does the gentleman from Michigan desire to be heard on the point of order?

Mr. BANKHEAD. With the indulgence of the Chair, I ask the gentleman from Michigan upon what theory he considers this a private bill?

Mr. WOLCOTT. It is a bill for the settlement of a claim of Gen. Higinio Alvarez.

The SPEAKER. The Chair is ready to rule.

In the opinion of the Chair, this is a public bill. It provides that part of this money shall be paid to the Government of Mexico.

The Chair reads from page 204 of Cannon's Procedure:

A bill which applies to a class of individuals as such, of which, though for the benefit of individuals, includes provisions of general legislation, is a public bill.

Examples are then given; for instance:

A bill to indemnify a foreign government for injury to its nationals.

The Chair is clearly of the opinion that this is a public bill and is properly on the Consent Calendar.

The point of order is overruled.

Mr. WOLCOTT. I shall, of course, be guided by the ruling of the Chair; but, inasmuch as I was honestly of the opinion that it was a private bill and not properly on the calendar, I ask unanimous consent that the bill may be passed over without prejudice.

The SPEAKER. The gentleman from Michigan asks unanimous consent that the bill be passed over without prejudice. Is there objection?

Mr. BLOOM. Mr. Speaker, I object.

The SPEAKER. Is there objection to the consideration of the bill?

Mr. WOLCOTT. Mr. Speaker, I object.

PARTICIPATION BY THE UNITED STATES IN THE NINTH INTERNATIONAL CONGRESS OF MILITARY MEDICINE AND PHARMACY IN RUMANIA

The Clerk called House Joint Resolution 538, to provide for participation by the United States in the Ninth International Congress of Military Medicine and Pharmacy in Rumania, in 1937; and to authorize and request the President of the United States to invite the International Congress of Military Medicine and Pharmacy to hold its tenth congress in the United States in 1939, and to invite foreign countries to participate in that congress.

The SPEAKER. Is there objection to the consideration of the joint resolution?

Mr. TOBEY. Mr. Speaker, I object.

TERM OF DISTRICT COURT FOR WESTERN DISTRICT OF OKLAHOMA AT SHAWNEE

The Clerk called the next bill, H. R. 11994, to provide for the establishment of a term of the District Court of the United States for the Western District of Oklahoma at Shawnee, Okla.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That a term of the District Court of the United States for the Western District of Oklahoma shall be held annually at Shawnee, Okla., on the first Monday in October: *Provided*, That suitable rooms and accommodations for holding court at Shawnee are furnished without expense to the United States.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT

The Clerk called the next bill, H. R. 8293, to amend the Longshoremen's and Harbor Workers' Compensation Act.

Mr. WALTER. Mr. Speaker, I ask unanimous consent that the bill be passed over without prejudice.

The SPEAKER. Is there objection to the request of the gentleman from Pennsylvania?

Mr. O'CONNOR. Mr. Speaker, reserving the right to object, this bill has been pending here a long time. For years I have had considerable to do with the Longshoremen's Compensation Act. I understood when this bill was referred back to the Judiciary Committee the last time it was on the calendar, it was for the purpose of further consideration in reference to a proposal that I advanced at that time and before to the committee to strike out the limitation of $7,500 for death or injury, a most outrageous provision which the committee did not endorse in its report of a year ago. It is not consistent with any compensation law in America, and the committee should consider that provision and strike out subdivision (m) of section 14 before they report the bill again.

Mr. WALTER. Will the gentleman yield?

Mr. O'CONNOR. I yield to the gentleman from Pennsylvania.

Mr. WALTER. I would like to state that the limitation of $7,500 was placed in the bill.

Mr. O'CONNOR. It was placed in the bill under a misapprehension. In the report which the committee brought out in August 1935 the limitation was deliberately stricken out of the bill after hearing.

Mr. WALTER. I think the gentleman is correct.

Mr. O'CONNOR. Take the case of a young longshoreman 21 years of age. He is injured for life, and under this limitation he would receive only $7,500. This is not done in New York, Oregon, Massachusetts, or any other maritime State, or, as a matter of fact, in any of 17 States in the Union.

Mr. Speaker, this bill should be defeated rather than passed with this limitation in it, and all longshoremen legislation for which we have worked for years might well be defeated if the limitation is not taken out of this bill. When we passed the Longshoremen's Act, Mr. Graham, then chairman of the Judiciary Committee, made a statement that the limitation would not affect payments covering permanent total disability cases. That was not the fact. It has been the experience since then that if you pay for death or permanent disability only $7,500, you might as well not have any Longshoremen's Compensation Act, for which some of us have fought for a great many years. If you are not going to put that in, some of us are going to try to obstruct the passage of this bill. I thought the committee was going to report it again today without this limitation. If the committee will accept an amendment to repeal subdivision (m) of section 14, I have no objection to the bill.

Mr. WALTER. I may say I have asked unanimous consent that the bill be passed over without prejudice. I certainly cannot speak for the committee and agree to the amendment which the gentleman has suggested.

Mr. O'CONNOR. The committee is very familiar with the amendment and has had it brought to its attention before.

Mr. ZIONCHECK. Why not let the bill pass and offer an amendment; then put it up to a vote.

Mr. WALTER. Mr. Speaker, I demand the regular order.

The SPEAKER. Is there objection to the request of the gentleman from Pennsylvania [Mr. WALTER] that the bill be passed over without prejudice?

There was no objection.

CHANGE OF THE NAME OF THE DEPARTMENT OF THE INTERIOR

The Clerk called the next bill, H. R. 11642, to change the name of the Department of the Interior to be known as the Department of Conservation.

The SPEAKER. Is there objection to the consideration of the bill?

Mr. MAPES. Mr. Speaker, this bill is too important to be brought up on the Consent Calendar, and I object.

Mr. ZIONCHECK. Mr. Speaker, a parliamentary inquiry.

The SPEAKER. The gentleman will state it.

Mr. ZIONCHECK. Has the bill (H. R. 8293) to amend the Longshoremen's and Harbor Workers' Compensation Act been passed over without prejudice?

The SPEAKER. It has been passed over without prejudice.

SELECTION OF CERTAIN LANDS IN THE STATE OF CALIFORNIA

The Clerk called the next bill, H. R. 1997, to amend Public Law No. 425, Seventy-second Congress, providing for the selection of certain lands in the State of California for the use of the California State Park System, approved March 3, 1933.

Mr. ZIONCHECK. Mr. Speaker, I ask unanimous consent that this bill be passed over without prejudice.

The SPEAKER. Is there objection to the request of the gentleman from Washington?

Mr. BURNHAM. Mr. Speaker, will the gentleman withhold his request?

Mr. ZIONCHECK. I want to study the bill a little more. I do not know as I shall object to it when it comes up for consideration again.

Mr. BURNHAM. I may say that this bill was passed by the Seventy-third Congress and has the recommendation of the Secretary of the Interior.

Mr. ZIONCHECK. I do not care whether it passed 50 Congresses. It may have been a bad bill in the first place.

Mr. BURNHAM. I would like to say to the gentleman, however, that this bill has been recommended favorably by the Secretary of the Interior to the Seventy-third Congress. It passed one Congress and has been favorably recommended to this Congress.

Mr. ZIONCHECK. Sometimes too much pressure is put on the Secretary of the Interior as well as other secretaries.

Mr. BURNHAM. I have never been able to put any pressure on the Secretary of the Interior. This land has been ceded to the State of California for park purposes.

Mr. ZIONCHECK. Mr. Speaker, I withdraw my unanimous-consent request.

The SPEAKER. Is there objection to the consideration of the bill?

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the act entitled "An act to provide for the selection of certain lands in the State of California for the use of the California State Park System", approved March 3, 1933, is hereby amended by striking out the period at the end thereof and inserting in lieu thereof a colon and the following: *"Provided further,* That in order to consolidate park areas and/or to eliminate private holdings therefrom, lands patented hereunder may be exchanged, subject to the mineral reservation in the United States as hereinbefore provided, with the approval of, and under rules prescribed by, the Secretary of the Interior for privately owned lands in the area hereinbefore described of approximately equal value containing the natural features sought to be preserved hereby, and the land so acquired shall be subject to all the conditions and reservations prescribed by this act, including the reversionary clause hereinbefore set out."

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

BRIDGE ACROSS THE ST. LAWRENCE RIVER NEAR OGDENSBURG, N. Y.

The Clerk called the next bill, H. R. 10925, to extend the times for commencing and completing the construction of a bridge across the St. Lawrence River at or near Ogdensburg, N. Y.

The SPEAKER. There is a similar Senate bill (S. 3971) on the Speaker's desk and, without objection, the Clerk will report the Senate bill.

There being no objection, the Clerk reported the Senate bill, as follows:

Be it enacted, etc., That the times for commencing and completing the construction of a bridge across the St. Lawrence River at or near Ogdensburg, N. Y., authorized to be built by the St. Lawrence Bridge Commission by an act of Congress approved June 14, 1933, heretofore extended by acts of Congress approved June 8, 1934, and May 28, 1935, are hereby further extended 1 and 3 years, respectively, from June 14, 1936.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

The bill was ordered to be read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

The House bill (H. R. 10925) was laid on the table.

BRIDGE ACROSS THE OHIO RIVER NEAR SISTERSVILLE, W. VA.

The Clerk called the next bill, H. R. 11772, to extend the times for commencing and completing the construction of a bridge across the Ohio River at or near Sistersville, W. Va.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the times for commencing and completing the construction of a bridge across the Ohio River at or near Sistersville, W. Va., authorized to be built by the Sistersville Bridge board of trustees by an act of Congress approved June 18, 1934, heretofore extended by an act of Congress approved August 27, 1935, are hereby further extended 1 and 3 years, respectively, from June 18, 1936.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

EXTENSION OF CERTAIN PROVISIONS OF THE WHEELER-HOWARD ACT TO THE TERRITORY OF ALASKA

The Clerk called the next bill, H. R. 9866, to extend certain provisions of the act approved June 18, 1934, commonly known as the Wheeler-Howard Act (Public Law No. 383, 73d Cong.; 48 Stat. 984), to the Territory of Alaska, to provide for the designation of Indian reservations in Alaska, and for other purposes.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That sections 1, 5, 7, 8, 15, 17, and 19 of the act entitled "An act to conserve and develop Indian lands and resources; to extend to Indians the right to form business and other organizations; to establish a credit system for Indians; to grant certain rights of home rule to Indians; to provide for vocational education for Indians; and for other purposes", approved June 18, 1934 (48 Stat. 984), shall hereafter apply to the Territory of Alaska: *Provided,* That Indian-chartered corporations in Alaska may be organized and carry on business without regard to residence on any Indian reservation or reservations.

SEC. 2. That the Secretary of the Interior is hereby authorized to designate as an Indian reservation any area of land which has been reserved for the use and occupancy of Indians or Eskimos by section 8 of the act of May 17, 1884 (23 Stat. 26), or by section 14 or section 15 of the act of March 3, 1891 (26 Stat. 1101), or which has been heretofore reserved under any Executive order and placed under the jurisdiction of the Department of the Interior or any bureau thereof, together with additional public lands adjacent thereto, within the Territory of Alaska, or any other public lands which are actually occupied by Indians or Eskimos within said Territory: *Provided,* That the designation by the Secretary of the Interior of any such area of land as a reservation shall be effective only upon its approval by the vote, by secret ballot, of a majority of the residents thereof who vote at a special election duly called by the Secretary of the Interior upon 30 days' notice: *Provided further,* That nothing herein contained shall affect any valid existing claim, location, or entry under the laws of the United States, whether for homestead, mineral, right-of-way, or other purpose whatsoever, or shall affect the rights of any such owner, claimant, locator, or entryman to the full use and enjoyment of the land so occupied.

With the following committee amendments:

On page 2, line 2, after the word *"Provided"*, strike the remainder of said line 2 and all of lines 3, 4, and 5 and insert in lieu thereof the following:

"That groups of Indians in Alaska not heretofore recognized as bands or tribes, but having a common bond of occupation, or association, or residence within a well-defined neighborhood, community, or rural district may organize to adopt constitutions and bylaws and to receive charters of incorporation and Federal loans under sections 16, 17, and 10 of the said act of June 18, 1934 (48 Stat. 984)."

On page 3, line 2, after the word "the" and before the word "residents", insert the words "Indian or Eskimo."

On page 3, line 4, after the colon following the word "notice", insert the following: *"Provided, however,* That in each instance the total vote cast shall not be less than 30 percent of those entitled to vote."

The committee amendments were agreed to.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

COINAGE OF 50-CENT PIECES IN COMMEMORATION OF THE ONE HUNDREDTH ANNIVERSARY OF THE INDEPENDENCE OF TEXAS

The Clerk called the next bill, H. R. 10317, providing for a change in the design of the 50-cent pieces authorized to be coined in commemoration of the one hundredth anniversary of independence of the State of Texas.

Mr. MAPES. Mr. Speaker, within the year the entire State of Michigan and the Michigan delegation in Congress were interested in getting a 50-cent piece coined in celebration of the centennial of the admission of Michigan into the Union.

At that time the Department and the Secretary opposed this desire of the State of Michigan. I notice now a great many of these bills are coming along. Is there one rule for some and another rule for others in this respect?

Mr. SOUTH and Mr. COCHRAN rose.

Mr. MAPES. I yield first to the gentleman from Texas.

Mr. COCHRAN. I wanted to answer the gentleman's statement, which had reference to the action of the committee having such matters in charge, and I think I can answer the statement for the committee, being the ranking member.

Mr. SOUTH. I may say to the gentleman from Michigan that this is a bill that was passed in 1933, providing for the coinage of one million and a half 50-cent pieces. The bill now under consideration does not increase the number, but simply provides that the design on the reverse side of the coin may be changed so that the total number of coins will remain the same.

Mr. MAPES. There have been several bills of this general nature passed recently. Why should this design be changed?

Mr. SOUTH. For the purpose of expediting and facilitating the sale of this large number of coins; I may say to the gentleman the money is used for the purpose of constructing a memorial museum building on the university campus at Austin, Tex. The Federal Government has already contributed $300,000 and it will be a magnificent building. The regents of the University of Texas are handling the matter and the American Legion is behind it. There will not be a dollar wasted or a dollar go to any special concern for the profit of any individual or any concern other than for the erection of this magnificient building.

Mr. MAPES. If the gentleman was instrumental in getting this bill passed originally, I congratulate him and I am wondering how he accomplished it.

Mr. SOUTH. The gentleman refers to 1933?

Mr. MAPES. Yes; or at any other time.

Mr. SOUTH. I did not have the honor of being a Member of this distinguished body at that time and can claim no credit for it.

Mr. COCHRAN. Mr. Speaker, will the gentleman yield?

Mr. MAPES. I yield.

Mr. COCHRAN. I may say to the gentleman there has not been one of the bills referred to the Committee on Coinage, Weights, and Measures that has not been favorably reported when the Member introducing the bill requested it be reported.

I personally have handled such bills on the floor of the House for a number of Members on both sides of the aisle and secured their passage. I handled three bills early in the last session. There have been bills brought in and passed at this session. So far as I know, no matter who introduced a bill, it has been reported without delay if the Member requested the committee to make a report.

Mr. MAPES. I think the knowledge of the gentleman from Missouri is quite limited. If he will examine the files of the committee, I think he will find that his statement does not apply to the Michigan situation.

Mr. WOLCOTT. I may say to the gentleman from Missouri that when the Michigan delegation took this up they were informed that the program for the coinage of 50-cent pieces was completely through for the year, and there would be no further issue of 50-cent pieces. Out of deference to the Secretary of the Treasury, we as good soldiers—as Michigan residents always are—took our medicine.

Mr. COCHRAN. Permit me to ask the gentleman to try and find one favorable recommendation from the Treasury Department for the coinage of 50-cent pieces. You will not find one, and Congress has been passing such bills for years.

Mr. MARTIN of Massachusetts. I want to say that I commend the act of the Treasury Department. There are a good many manufacturers who manufacture badges and medals, and their people are out of work. These people come here and get the Government to do it. How do you expect the people to be employed if you are continuously getting the Government into business, turning out these badges, medals, and so forth?

Mr. COCHRAN. The factories are not going to coin 50-cent pieces. That work can only be performed by the Government.

Mr. MARTIN of Massachusetts. It is not only 50-cent pieces, but medals and badges that you ask the Government to issue which would give employment to the people.

Mr. MAPES. I would like to ask the gentleman from Missouri, as he seems to be an authority on the subject, if this ignoring of the recommendation of the Secretary of the Treasury continues up to the President. Does the President ignore the recommendations of his Secretary of the Treasury? Has any of these bills become a law or has the President refused to sign them?

Mr. COCHRAN. I have been on the committee 9 years, and the committee has overruled the objections of the Treasury Department for those 9 years, and bills have been passed for Members on both sides of the aisle, signed by Presidents, both Republican and Democrats, in the face of Treasury opposition. Several such bills were signed in the last Congress, including the original bill which the pending measure amends.

The SPEAKER. Is there objection to the consideration of the bill?

Mr. MAPES. I object.

BRIDGE ACROSS THE MISSOURI RIVER AT WELDON SPRING, MO.

The Clerk called the bill (H. R. 9273) to extend the times for commencing and completing the construction of a bridge across the Missouri River at or near Weldon Spring, Mo.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the times for commencing and completing the construction of a bridge across the Missouri River, at or near Weldon Spring, Mo., by an act of Congress approved March 3, 1931, heretofore extended by an act of Congress approved February 24, 1934, are hereby extended 1 and 3 years, respectively, from March 3, 1935.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

With the following committee amendments:

Page 1, line 5, after the word "Missouri", insert "authorized to be built by the State Highway Commission of Missouri."

Page 1, line 9, strike out "1935" and insert "1936."

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

BRIDGE ACROSS WACCAMAW RIVER, S. C.

The Clerk called the bill (H. R. 11043) to extend the times for commencing and completing the construction of a bridge across the Waccamaw River at or near Conway, S. C.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the times for commencing and completing the construction of a bridge across the Waccamaw River at or near Conway, S. C., authorized to be built by the State of South Carolina, by an act of Congress approved February 10, 1932, heretofore extended by acts of Congress approved May 12, 1933, and February 18, 1935, are hereby further extended 1 and 3 years, respectively, from the date of approval hereof.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

TOLL BRIDGE ACROSS DELAWARE RIVER, NEAR DELAWARE WATER GAP

The Clerk called the bill (H. R. 11402) authorizing the Delaware River Joint Toll Bridge Commission of the State of Pennsylvania and the State of New Jersey to construct, maintain, and operate a toll bridge across the Delaware River at a point near Delaware Water Gap.

The SPEAKER. Is there objection?

Mr. ZIONCHECK. I object.

Mr. WHITE. I object.

RAILROAD BRIDGE ACROSS WEST PEARL RIVER, LA.

The Clerk called the bill (H. R. 11476) to revise and reenact the act entitled "An act granting the consent of Congress to the Lamar Lumber Co. to construct, maintain, and operate a railroad bridge across the West Pearl River, at or near Talisheek, La.", approved June 17, 1930.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the act approved June 17, 1930, granting the consent of Congress to the Lamar Lumber Co., its successors and assigns, to construct, maintain, and operate a bridge and approaches thereto across the West Pearl River, at or near Talisheek, La., be, and is hereby, revived and reenacted: *Provided*, That this act shall be null and void unless the actual construction of the bridge herein referred to be commenced within 1 year and completed within 3 years from the date of approval hereof.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

BRIDGE ACROSS MISSISSIPPI RIVER AT ST. LOUIS, MO.

The Clerk called the bill (H. R. 11478) to extend the times for commencing and completing the construction of a bridge across the Mississippi River between St. Louis, Mo., and Stites, Ill.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the times for commencing and completing the construction of a bridge across the Mississippi River, at or near a point on Broadway between Florida and Mullanphy Streets, in the city of St. Louis, Mo., and a point opposite thereto in the town of Stites, in the county of St. Clair, State of Illinois, and connecting with St. Clair Avenue extended in said town, authorized to be built by the county of St. Clair, Ill., by an act of Congress approved August 30, 1935, are hereby extended 1 and 3 years, respectively, from August 30, 1936.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

BRIDGE ACROSS TENNESSEE RIVER, LAUDERDALE COUNTY, ALA.

The Clerk called the bill (H. R. 11613) to extend the times for commencing and completing the construction of a bridge across the Tennessee River between Colbert County and Lauderdale County, Ala.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the times for commencing and completing the construction of a bridge across the Tennessee River, at a point suitable to the interests of navigation, between Colbert County and Lauderdale County, in the State of Alabama, authorized to be built by the State of Alabama, its agent or agencies, Colbert County and Lauderdale County, in the State of Alabama, the city of Sheffield, Colbert County, Ala., the city of Florence, Lauderdale County, Ala., and the Highway Bridge Commission, Inc., of Alabama, or any two of them, or either of them, by an act of Congress approved June 12, 1934, as amended, are hereby extended 1 and 3 years, respectively, from August 23, 1936.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

With the following committee amendment:

Page 1, line 4, after the word "River", strike out "at a point suitable to the interests of navigation."

The committee amendment was agreed to; and the bill as amended was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

BRIDGE ACROSS MISSISSIPPI RIVER, MORGAN AND WASH STREETS, ST. LOUIS

The Clerk called the bill (H. R. 11644) to extend the times for commencing and completing the construction of a bridge across the Mississippi River at or near a point between Morgan and Wash Streets in the city of St. Louis, Mo., and a point opposite thereto in the city of East St. Louis, Ill.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the times for commencing and completing the construction of a bridge across the Mississippi River, at or near a point between Morgan and Wash Streets in the city of St. Louis, Mo., and a point opposite thereto in the city of East St. Louis, Ill., authorized to be built by an act of Congress approved May 3, 1934, and heretofore extended by an act of Congress approved August 5, 1935, are hereby further extended 1 and 3 years, respectively, from May 3, 1936.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

With the following committee amendment: Page 1, line 7, after the word "built", insert "by the city of East St. Louis, Ill."

The amendment was agreed to; and the bill, as amended, was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

BRIDGE ACROSS PEARL RIVER, MONTICELLO, MISS.

The Clerk called the bill, H. R. 11738, granting the consent of Congress to the State Highway Commission of Mississippi to construct, maintain, and operate a free highway bridge across Pearl River at or near Monticello, Miss.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the consent of Congress is hereby granted to the State Highway Commission of Mississippi to construct, maintain, and operate a free highway bridge and approaches thereto across Pearl River on United States Highway No. 84, at a point suitable to the interests of navigation, at or near Monticello, Miss., in accordance with the provisions of the act entitled "An act to regulate the construction of bridges over navigable waters", approved March 23, 1906, and subject to the conditions and limitations contained in this act.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

The bill was ordered to be engrossed and read a third time, was real the third time, and passed, and a motion to reconsider laid on the table.

COINAGE OF 50-CENT PIECES, CELEBRATION AT SHREVEPORT, LA.

The Clerk called the bill (H. R. 8107) to authorize the coinage of 50-cent pieces in connection with the celebration of the one hundredth anniversary of the opening of the tri-State Territory of east Texas, north Louisiana, and south Arkansas by Capt. Henry Miller Shreve, to be held in Shreveport, La., and surrounding territory, in 1935 and 1936.

The SPEAKER. Is there objection?

Mr. ZIONCHECK. Mr. Speaker, I reserve the right to object, although I shall not object——

Mr. MARTIN of Massachusetts. Mr. Speaker, I object.

EFFECTIVENESS AND EFFICIENCY OF AIR CORPS

The Clerk called the bill (H. R. 1140) to provide more effectively for the national defense by further increasing the effectiveness and efficiency of the Air Corps of the United States.

Mr. ZIONCHECK. Mr. Speaker, I ask unanimous consent that this bill be passed over without prejudice.

The SPEAKER. Is there objection?

There was no objection.

AIR RESERVE TRAINING CORPS

The Clerk called the bill (H. R. 11969) to promote national defense by organizing the Air Reserve Training Corps.

Mr. ZIONCHECK. Mr. Speaker, I ask unanimous consent that the bill be passed over without prejudice.

The SPEAKER. Is there objection?

There was no objection.

TO EMPLOY COUNSEL, SENATE COMMITTEE OF INVESTIGATION OF LOBBYING

The Clerk called Senate Joint Resolution 234, authorizing the Senate Special Committee of Investigation of Lobbying Activities, to employ counsel in connection with certain legal proceedings, and for other purposes.

The SPEAKER. Is there objection?

Mr. McLEAN. Mr. Speaker, it was my purpose to object to the consideration of this joint resolution. I understand that it is to be considered under a rule, and in the absence of the chairman of the Committee on the Judiciary I ask unanimous consent that the joint resolution go over without prejudice.

The SPEAKER. Is there objection?

There was no objection.

MEASUREMENT OF VESSELS USING PANAMA CANAL

The Clerk called the next bill, S. 2288, to provide for the measurement of vessels using the Panama Canal, and for other purposes.

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. O'CONNOR. Reserving the right to object, Mr. Speaker, is that the matter concerning which we had a rule pending since the last session, and on which the Senate has recently acted?

Mr. BLAND. Mr. Speaker, this is the same matter, with the exception that the bill on which the rule is pending has three sections. Two deal with the rates and the time of going into effect. Section 2 of that bill provides a commission to study the Panama Canal rules and make a report. The Senate, when it considered the matter, defeated a bill similar to the one on which the rule has issued and enacted a bill substantially the same as section 2 of the former bill. I may say to the gentleman that the War Department, realizing the importance of getting action, realizing that it would not be possible to pass the other bill, as the Senate has defeated the bill as originally introduced, desires to have this bill passed. I may say further that the gentleman from California [Mr. LEA], a member of the Committee on Interstate and Foreign Commerce, who introduced the bill which came before the Committee on Rules and on which the rule issued, is present and unites in the request that this bill be passed.

Mr. O'CONNOR. May I ask this: This bill, as I understand, only goes to the investigation?

Mr. BLAND. That is true.

Mr. O'CONNOR. Which is one feature of the bill introduced by the gentleman from California?

Mr. LEA of California. That is true; yes.

Mr. O'CONNOR. Of course, there was a great deal of anticipated objection to the bill which was reported out of the Rules Committee. Does the gentleman know how the gentleman from New Jersey [Mr. LEHLBACH] stands on the bill which provides for just the investigation feature?

Mr. BLAND. The gentleman from New Jersey [Mr. LEHLBACH] is in favor of the bill. He was present when it was reported out.

The SPEAKER. Is there objection to the present consideration of the bill?

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the President is authorized to appoint a neutral committee of three members, for the purpose of making an independent study and investigation of the rules for the measurement of vessels using the Panama Canal and the tolls that should be charged therefor and hold hearings thereon, at which interested parties have full opportunity to present their views. Such committee shall report to the President upon said matters prior to January 1, 1937, and shall make such advisory recommendations of changes and modifications of the "Rules for the Measurement of Vessels for the Panama Canal" and the determinations of tolls as it finds necessary or desirable to provide a practical, just, and equitable system of measuring such vessels and levying such tolls. Members of such committee shall be paid compensation at the rate of $825 per month, except that a member who is an officer or employee of the United States shall receive no compensation in addition to his compensation as such officer or employee. Such committee is authorized to appoint such employees as may be necessary for the execution of its functions under this act, the total expense thereof not to exceed $10,000.

Passed the Senate February 24 (calendar day, March 12), 1936.

Attest:

EDWIN A. HALSEY, *Secretary.*

The Senate bill was ordered to be read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

BRIDGE ACROSS DELAWARE RIVER AT DELAWARE WATER GAP

Mr. WALTER. Mr. Speaker, I ask unanimous consent to return to Calendar No. 655, H. R. 11402, authorizing the Delaware River Joint Toll Bridge Commission of the State of Pennsylvania and the State of New Jersey to construct, maintain, and operate a toll bridge across the Delaware River at a point near Delaware Water Gap.

The SPEAKER. Is there objection to the request of the gentleman from Pennsylvania?

There was no objection.

The Clerk read the title of the bill.

The SPEAKER. Is there objection to the present consideration of the bill?

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That in order to promote interstate commerce, improve the Postal Service, and provide for military and other purposes, the Delaware River Joint Toll Bridge Commission of the State of Pennsylvania and the State of New Jersey be, and is hereby, authorized to construct, maintain, and operate a bridge and approaches thereto across the Delaware River at a point suitable to the interests of navigation at or near Delaware Water Gap, in accordance with the provisions of the act entitled "An act to regulate the construction of bridges over navigable waters", approved March 23, 1906, and subject to the conditions and limitations contained in this act.

SEC. 2. There is hereby conferred upon the Delaware River Joint Toll Bridge Commission of the State of Pennsylvania and the State of New Jersey all such rights and powers to enter upon the lands and to acquire, condemn, occupy, possess, and use real estate and other property needed for the location, construction, maintenance, and operation of such bridge and its approaches, as are possessed by railroad corporations for railroad purposes or by bridge corporations for bridge purposes in the State in which such real estate or other property is situated, upon making just compensation therefor, to be ascertained and paid according to the laws of such State, and the proceedings therefor shall be the same as in the condemnation or expropriation of property for public purposes in such State.

SEC. 3. The said Delaware River Joint Toll Bridge Commission of the State of Pennsylvania and the State of New Jersey is hereby authorized to fix and charge tolls for transit over such bridge, and the rates of toll so fixed shall be the legal rates until changed by the Secretary of War under the authority contained in the act of March 23, 1906.

SEC. 4. In fixing the rates of toll to be charged for the use of such bridge the same shall be so adjusted as to provide a fund sufficient to pay for the reasonable cost of maintaining, repairing, and operating the bridge and its approaches under economical management, and to provide a sinking fund sufficient to amortize the cost of such bridge and its approaches, including reasonable interest and financing cost, as soon as possible, under reasonable charges, but within a period of not to exceed 40 years from the completion thereof. After a sinking fund sufficient for such amortization shall have been so provided, such bridge shall thereafter be maintained and operated free of tolls, or the rates of toll shall thereafter be so adjusted as to provide a fund of not to exceed the amount necessary for the proper maintenance, repair, and operation of the bridge and its approaches under economical management. An accurate record of the cost of the bridge and its approaches, the expenditures for maintaining, repairing, and operating the same, and of the daily tolls collected shall be kept and shall be available for the information of all persons interested.

SEC. 5. The right to alter, amend, or repeal this act is hereby expressly reserved.

With the following committee amendment:

On page 3, line 9, strike out the word "forty" and insert in lieu thereof the word "thirty."

The committee amendment was agreed to; and the bill as amended was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

VENUE OF STOCKHOLDERS' SUITS

The Clerk called the next bill, S. 2524, amending section 112 of the United States Code, Annotated (title 28; subtitle "Civil suits; where to be brought").

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. ZIONCHECK. Mr. Speaker, I ask unanimous consent that this bill be passed over without prejudice.

The SPEAKER. Is there objection to the request of the gentleman from Washington?

Mr. MILLER. Mr. Speaker, reserving the right to object, will the gentleman withhold that request for a moment?

Mr. ZIONCHECK. I will withhold it; but I want to look into the matter. There is no rush about it.

Mr. MILLER. There is no rush about it, except there are a lot of minority stockholders being deprived of any right at all. A subcommittee of the Committee on the Judiciary has given very careful consideration to this bill, as well as the full committee. We have tried to work out a bill that will really afford some relief to oppressed minority stockholders in corporations.

Mr. ZIONCHECK. Well, there is no objection to its going over for 2 weeks, is there?

Mr. MILLER. I think it is a very important matter.

Mr. ZIONCHECK. I know, but these minority stockholders have been without any rights for nigh on these many years.

Mr. MILLER. That is true; but that is no justification for allowing them to continue without any rights.

Mr. ZIONCHECK. I have not had a chance to look into the matter yet.

Mr. MILLER. The gentleman ought to be willing to take the judgment of the Committee on the Judiciary.

Mr. ZIONCHECK. I do not know who I would rather take the judgment of than the judgment of the gentleman from Arkansas, but I would like this to go over for 2 weeks so that I can look into it.

Mr. MILLER. I have no other alternative if the gentleman insists, of course.

Mr. ZIONCHECK. Well, let it go.

The SPEAKER. Is there objection to the present consideration of the bill?

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That except as provided in sections 113 to 117 of this title, no person shall be arrested in one district for trial in another, in any civil action before a district court; and, except as provided in sections 113 to 118 of this title, no civil suit shall be brought in any district court against any person by any original process or proceeding in any other district than that whereof he is an inhabitant; but where the jurisdiction is founded only on the fact that the action is between citizens of different States, suit shall be brought only in the district of the residence of either the plaintiff or the defendant: *Provided*, That in cases where there is more than one defendant, suit may be brought in any district where any of such defendants resides, but the court shall, upon petition transfer such suit to the district where the convenience of all the parties will be best subserved, and process in such cases may be served on any defendant who resides in any other district than the one in which such civil suit is brought by service in the district where such other defendant resides or may be found.

With the following committee amendment:

On page 1, strike out all of lines 3, 4, 5, and 6 and insert:
"SEC. 51. Civil suits; where to be brought: Except as provided in the five succeeding sections, no person shall be arrested in one district for trial in another, in any civil action before a district court; and, except as provided in the six succeeding sections."

Mr. MILLER. Mr. Speaker, I offer a substitute for the committee amendment. The substitute merely adds the words that section 51 of the Judicial Code (U. S. C., Annotated, title 58, sec. 112), be amended.

The SPEAKER. The Clerk will report the substitute amendment for the committee amendment.

The Clerk read as follows:

Amendment offered by Mr. MILLER as a substitute for the committee amendment: Strike out all of lines 3, 4, and 5 and all of line 6, through the word "title", and insert in lieu thereof the following: "That section 51 of the Judicial Code (U. S. C., title 58, sec. 112), is amended to read as follows:

"'SEC. 51. Civil suits; where to be brought—except as provided in the five succeeding sections, no person shall be arrested in one district for trial in another, in any civil action before a district court; and, except as provided in the six succeeding sections.'"

The SPEAKER. The question is on the substitute amendment.

The substitute amendment was agreed to.

The SPEAKER. The question is on the committee amendment as amended.

The committee amendment as amended was agreed to.

The Clerk read as follows:

Further committee amendment:

Page 2, line 2, beginning with the colon, strike out the entire remainder of the bill, and insert in lieu thereof a semicolon and the following: "except that suit by a stockholder on behalf of a corporation may be brought in any district in which suit against the defendant or defendants in said stockholders' action, other than said corporation, might have been brought by such corporation and process in such cases may be served upon such corporation in any district wherein such corporation resides or may be found."

The committee amendment was agreed to.

The bill was ordered to be read a third time, was read the third time, and passed.

A motion to reconsider was laid on the table.

The title of the bill was amended to read as follows: "An act to amend section 51 of the Judicial Code of the United States (U. S. C., title 28, sec. 112)."

RIO GRANDE CANALIZATION PROJECT

The Clerk called the next bill, H. R. 11768, authorizing construction, operation, and maintenance of Rio Grande canalization project and authorizing appropriation for that purpose.

The SPEAKER. Is there objection to the consideration of the bill?

Mr. MARTIN of Colorado. Mr. Speaker, reserving the right to object, I do so to ask a question. The report states that "the total diversion by Mexico has been estimated to be at times largely in excess of treaty allotments." This is followed by the statement: "There have likewise been unauthorized diversions from the upper Rio Grande in the United States." This, of course, means Colorado, but I do not find anything in the bill touching the upper waters of the river or affecting them in any way.

Mr. DEMPSEY. There is no intention to.

Mr. MARTIN of Colorado. It seems to me, in view of this fact, that this statement in the report is rather gratuitous.

Mr. DEMPSEY. I agree with the gentleman.

Mr. MARTIN of Colorado. Somebody must have had something in mind when this statement was placed in the report.

Mr. WOLCOTT. Mr. Speaker, I ask unanimous consent that the bill may be passed over without prejudice.

Mr. MARTIN of Colorado. Mr. Speaker, I am not asking that, if the gentleman please. I am willing that the bill go through, but I do not think a statement like that should appear in the report when there is nothing in the bill dealing with the upper Rio Grande. I am not, however, objecting to the bill on this ground, and I hope the gentleman will not object.

Mr. WOLCOTT. Mr. Speaker, I ask unanimous consent that the bill may be passed over without prejudice.

Mr. DEMPSEY. Mr. Speaker, if the Chair will permit, this is a bill brought in at the request of the State Department. The Rio Grande is a meandering river. Something should be done. Last fall $1,000,000 damage was done to property in the valley through which it passes.

The Secretary of State points out that this bill is necessary to preserve Government as well as private property, and, potentially, life itself. I see no reason to pass the bill over, and I ask the gentleman to withdraw his request.

Mr. MARTIN of Colorado. Mr. Speaker, will the gentleman yield?

Mr. WOLCOTT. Yes.

Mr. MARTIN of Colorado. I wish to ask the author of the report what purpose the statement serves in the report that there have been unauthorized diversions in the upper Rio Grande?

Mr. SHANLEY. That statement covers the meandering nature of the river in America. It is no reflection at all on the State of Colorado.

Mr. MARTIN of Colorado. And it certainly has no effect on this bill, has it?

Mr. SHANLEY. No.

Mr. MARTIN of Colorado. Those upper waters are not involved in any way in this bill?

Mr. SHANLEY. Absolutely not.

Mr. WOLCOTT. Mr. Speaker, this bill involves the expenditure of $3,000,000. It should be looked into a little more carefully before we authorize such an expenditure by unanimous consent. For this reason, I renew my request that the bill may go over without prejudice.

Mr. SHANLEY. Mr. Speaker, I object.

The SPEAKER. Is there objection to the consideration of the bill?

Mr. WOLCOTT. Mr. Speaker, I object.

BRIDGE ACROSS ST. LAWRENCE, ALEXANDRIA BAY, N. Y.

The Clerk called the next bill, H. R. 10631, to extend the times for commencing and completing the construction of a bridge across the St. Lawrence River at or near Alexandria Bay, N. Y.

The SPEAKER. Is there objection to the consideration of the bill?

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the times for commencing and completing the construction of a bridge across the St. Lawrence River at or near Alexandria Bay, N. Y., authorized to be built by the New York Development Association, Inc., a corporation organized under and by virtue of the membership corporation law of the State of New York, its successors and assigns, by an act of Congress approved March 4, 1929, and heretofore extended by an act of Congress approved February 13, 1931, and further heretofore extended by acts of Congress approved April 15, 1932, February 14, 1933, February 26, 1934, and February 20, 1935, are hereby further extended 1 and 3 years, respectively, from February 26, 1936.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

With the following committee amendment:

Page 2, line 5, strike out "February 26, 1936" and insert "the date of approval hereof."

The committee amendment was agreed to.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

CONSTRUCTION OF BRIDGE ACROSS THE WABASH RIVER AT MEROM, IND.

The Clerk called the next bill, H. R. 11685, to extend the times for commencing and completing the construction of a bridge across the Wabash River at or near Merom, Sullivan County, Ind.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the times for commencing and completing the construction of a bridge across the Wabash River, at or near Merom, Sullivan County, Ind., authorized to be built by Sullivan County, Ind., or any board or commission of said county which is or may be created or established for the purpose, by an act of Congress approved February 10, 1932, heretofore extended by an act of Congress approved April 30, 1934, and June 27, 1935, are hereby extended 1 and 3 years respectively, from April 30, 1936.

SEC. 2. The right to alter, amend, or repeal this act is hereby expressly reserved.

With the following committee amendments:

On page 1, line 9, strike out the words "an act" and insert the word "acts."

On page 2, line 1, strike out "27" and insert "28."

On page 2, line 1, after the word "hereby", insert "further"; and on page 2, line 2, strike out "April 30, 1936" and insert "the date of approval hereof."

The committee amendments were agreed to; and the bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

RAILWAY LABOR ACT

The Clerk called the next bill, S. 2496, to amend the Railway Labor Act.

Mr. CROSSER of Ohio. Mr. Speaker, I ask unanimous consent that this bill be passed over without prejudice. I shall later move to suspend the rules of the House and pass this bill.

The SPEAKER. Is there objection to the request of the gentleman from Ohio?

Mr. BACON. Mr. Speaker, a parliamentary inquiry.

The SPEAKER. The gentleman will state it.

Mr. BACON. Mr. Speaker, can a bill that is passed over without prejudice be brought up under suspension of the rules?

The SPEAKER. The Chair thinks so.

Is there objection to the request of the gentleman from Ohio that the bill be passed over without prejudice?

There was no objection.

PROPERTY BEQUEATHED TO THE UNITED STATES BY JOSEPH PENNELL, DECEASED

The Clerk called House Joint Resolution 526, to authorize the Librarian of Congress to accept the property devised and bequeathed to the United States of America by the last will and testament of Joseph Pennell, deceased.

There being no objection, the Clerk read the joint resolution, as follows:

Resolved, etc., That the Librarian of Congress, with the advice and consent of the Library of Congress Trust Fund Board and the Joint Committee of Congress on the Library, is hereby authorized to accept, on behalf of the United States, the property devised and bequeathed to the United States by the last will and testament of Joseph Pennell, deceased (which will was admitted to probate by the register for the probate of wills and granting of letters of administration in and for the city and county of Philadelphia, in the Commonwealth of Pennsylvania, on the 24th day of June 1926), upon the terms and conditions set forth in the said will, if, in their judgment, such acceptance would be to the best interests of the Library.

SEC. 2. Should the property be accepted pursuant to the authority hereinbefore granted, the Librarian of Congress is hereby authorized and directed to do all acts necessary in connection therewith: *Provided, however*, That the Librarian of Congress shall transfer the assets of the "Pennell Fund" (as designated in the said will) to the Library of Congress Trust Fund Board for administration by the said Board.

The House joint resolution was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

LIBRARY OF CONGRESS TRUST FUND BOARD

The Clerk called the next bill, H. R. 11849, to amend an act entitled "An act to create a Library of Congress Trust Fund Board, and for other purposes", approved March 3, 1925.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the third paragraph of the act entitled "An act to create a Library of Congress Trust Fund Board, and for other purposes", approved March 3, 1925, is amended to read as follows:

"SEC. 2. The Board is hereby authorized to accept, receive, hold, and administer such gifts, bequests, or devises of property for the benefit of, or in connection with, the Library, its collections, or its service, as may be approved by the Board and by the Joint Committee on the Library."

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

REGULATIONS FOR PREVENTING COLLISIONS UPON CERTAIN HARBORS, RIVERS, AND INLAND WATERS OF THE UNITED STATES

The Clerk called the next bill, H. R. 10308, to amend article 3 of the "Rules Concerning Lights, etc.", contained in the act entitled "An act to adopt regulations for preventing collisions upon certain harbors, rivers, and inland waters of the United States", approved June 7, 1897.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the first sentence of article 3 of the "Rules Concerning Lights, etc.", contained in the act entitled "An act to adopt regulations for preventing collisions upon certain harbors, rivers, and inland waters of the United States", approved June 7, 1897, is amended to read as follows:

"ART. 3. A steam vessel when towing another vessel or vessels alongside shall, in addition to her side lights, carry two bright white lights in a vertical line, one over the other, not less than 3 feet apart, and when towing one or more vessels astern, regardless of the length of the tow, shall carry an additional bright white light 3 feet above or below such lights."

With the following committee amendment:

On page 2, line 7, at the end of the bill, insert a colon and the following: "*Provided*, That on the Red River of the North and

the rivers emptying into the Gulf of Mexico and their tributaries, this article shall not affect the signal lights used on towing vessels which propel the tow by pushing at the rear of the tow."

The committee amendment was agreed to.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

PRELIMINARY EXAMINATION OF VARIOUS CREEKS IN STATE OF CALIFORNIA

The Clerk called the next bill, H. R. 11793, to authorize a preliminary examination of various creeks in the State of California with a view to the control of their floods.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the Secretary of War be, and he is hereby, authorized and directed to cause a preliminary examination to be made of Canal Creek, Fahrens Creek, Black Rascal Creek, Bear Creek, Miles Creek, Owens Creek, Duck Creek, Mariposa Creek, Little Deadmans Creek, Big Deadmans Creek, and Burns Creek in the State of California, with a view to the control of their floods, in accordance with the provisions of section 3 of an act entitled "An act to provide for control of floods of the Mississippi River and of the Sacramento River, Calif., and for other purposes", approved March 1, 1917, the cost thereof to be paid from appropriations heretofore or hereafter made for examinations, surveys, and contingencies of rivers and harbors.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

PROMOTION AND MAINTENANCE OF THE AMERICAN MERCHANT MARINE

The Clerk called the next bill, S. 754, to amend section 21 of the act approved June 5, 1920, entitled "An act to provide for the promotion and maintenance of the American merchant marine, to repeal certain emergency legislation, and provide for the disposition, regulation, and use of property acquired thereunder, and for other purposes", as applied to the Virgin Islands of the United States.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That section 21 of the act approved June 5, 1920 (41 Stat. L. 997), entitled "An act to provide for the promotion and maintenance of the American merchant marine, to repeal certain emergency legislation and provide for the disposition, regulation, and use of property acquired thereunder, and for other purposes", is hereby amended by adding thereto the following proviso: *"And provided further*, That the coastwise laws of the United States shall not extend to the Virgin Islands of the United States until the President of the United States, after a full investigation of the local needs and conditions, shall, by proclamation, declare that an adequate shipping service has been established to such islands and fix a date for going into effect of the same.

With the following committee amendment:

On page 2, line 1, insert the words *"And provided further"*, and on page 2, line 4, after the word "States", strike out the words "after a full investigation of the local needs and conditions, shall, by proclamation, declare that an adequate shipping service has been established to such islands and fix a date for going into effect of the same" and insert the following: "shall, by proclamation, declare that such coastwise laws shall extend to the Virgin Islands and fix a date for the going into effect of same."

The committee amendment was agreed to.

The bill was ordered to be read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

PRELIMINARY EXAMINATION OF PASSAIC RIVER, N. J.

The Clerk called the next bill, H. R. 11806, to authorize a preliminary examination of Passaic River, N. J., with a view to the control of its floods.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the Secretary of War is hereby authorized and directed to cause a preliminary examination to be made of the Passaic River in the State of New Jersey, with a view to the control of floods, in accordance with the provisions of section 3 of an act entitled "An act to provide for the control of the floods of the Mississippi River, and of the Sacramento River, Calif., and for other purposes", approved March 1, 1917, the cost thereof to be paid from appropriations heretofore or hereafter made for examinations, surveys, and contingencies of rivers and harbors.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

EMERGENCY FARM MORTGAGE ACT OF 1933

The Clerk called the next bill, H. R. 9484, to amend section 36 of the Emergency Farm Mortgage Act of 1933, as amended.

The SPEAKER. Is there objection to the consideration of the bill?

Mr. WOLCOTT. Mr. Speaker, reserving the right to object, I wonder if the gentleman will explain the purpose of this bill.

Mr. PIERCE. I shall be pleased to do so. This is the same bill that passed the Congress last August, but the Senate amended it by what is known as the Sheppard amendment. On account of the Sheppard amendment the bill was vetoed by the President. The President is willing to sign this bill, and I understand there will be no amendment to the bill if it is passed at this session.

Mr. WOLCOTT. May I ask the gentleman whether it will be necessary to raise the amount of capital which the Reconstruction Finance Corporation is authorized to raise?

Mr. PIERCE. No; and it will not require any new appropriation.

Mr. WOLCOTT. I notice there is no provision in the bill stating that the capital of the Reconstruction Finance Corporation shall not be raised by this amount. Has the money already been made available?

Mr. PIERCE. There is money available in the present fund.

Mr. KLEBERG. Mr. Speaker, if the gentleman will permit, I happen to have presided over the hearings on this particular bill, and I may state that out of the $125,000,000 that was first allocated for the various purposes stated in section 36 there remains about $4,000,000 available. A great many nonprofit operating companies, organized, however, as private profit companies, wish to reorganize, and they have been denied access to this fund, either because they have not needed refinancing or they have no right to come in, inasmuch as section 36 provided that only nonprofit companies could come in. Under the language of that particular section as drafted here, the scope is broadened to take care of a lot of projects which should be made eligible, but cannot come in because of certain legal technicalities with respect to their organization.

Mr. PIERCE. Companies to be eligible under the present law are required to be organized at the time the original act was passed. This bill will allow new companies to be organized that may buy out the old companies that may want to sell. This cannot be done now on account of the legal technicalities involved.

The R. F. C. sent up their principal solicitor, who appeared before the subcommittee of the gentleman from Texas [Mr. KLEBERG], together with Mr. Schram, who is at the head of the Reclamation Service of the R. F. C. They stated they had pending a few marginal projects that could not be aided as the law now stands.

Mr. WOLCOTT. As I understand, all of the original commitment of $125,000,000 has been lent except about $4,000,000?

Mr. KLEBERG. Yes.

Mr. WOLCOTT. What is the percentage of repayment?

Mr. KLEBERG. It is very high and they are getting along nicely.

Mr. WOLCOTT. Is there going to be needed any additional capital by the Reconstruction Finance Corporation to finance this bill?

Mr. PIERCE. None.

Mr. KLEBERG. I did not go into that because that was not involved in the proposed legislation.

Mr. WOLCOTT. I may say that since the original bill was before the Banking and Currency Committee this is the first time we have had any intimation that any such bill was to be passed and, of course, we are constantly protecting the Reconstruction Finance Corporation against bills that would compel them to increase their capital against their wishes.

Mr. KLEBERG. The R. F. C. Board, including the chairman, is for this bill, I feel, because of the chairman's statement to me.

Mr. PIERCE. And also the chief solicitor.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That the first two sentences of section 36 of the Emergency Farm Mortgage Act of 1933, as amended, are amended to read as follows:

"The Reconstruction Finance Corporation is authorized and empowered to make loans as hereinafter provided, in an aggregate amount not exceeding $125,000,000, including commitments and disbursements heretofore made, to or for the benefit of drainage districts, levee districts, levee and drainage districts, irrigation districts, and similar districts, mutual nonprofit companies and incorporated water users' associations duly organized under the laws of any State, and to or for the benefit of political subdivisions of States which have or propose to purchase or otherwise acquire projects or portions thereof devoted chiefly to the improvement of lands for agricultural purposes. Such loans shall be made for the purpose of enabling any such district, political subdivision, company, or association (hereafter referred to as the "borrower") to reduce and refinance its outstanding indebtedness incurred in connection with any such project; or, whether or not it has any such indebtedness, to purchase, acquire, construct, or complete such a project or any part thereof, or to purchase or acquire additional drainage, levee, or irrigation works, or property, rights, or appurtenances in connection therewith, and to repair, extend, or improve any such project or make such additions thereto as are consonant with or necessary or desirable for the proper functioning thereof or for the further assurance of the ability of the borrower to repay its loan: *Provided*, That it is not intended that additional lands will thereby be brought into production."

SEC. 2. Such section is further amended by striking out the sentence therein which reads as follows: "When any loan is authorized pursuant to the provisions of this section and it shall then or thereafter appear that repairs and necessary extensions or improvements to the project of such district, political subdivision, company, or association are necessary or desirable for the proper functioning of its project or for the further assurance of its ability to repay such loan, and if it shall also appear that such repairs and necessary extensions or improvements are not designed to bring new lands into production, the Corporation, within the limitation as to total amount provided in this section, may make an additional loan or loans to such district, political subdivision, company, or association for such purpose or purposes."

With the following committee amendments:

Page 2, line 3, after the word "State", insert "or Territory."

Page 2, line 4, after the word "States", insert "and Territories."

Page 2, line 20, after the word "*Provided*", strike out "That it is not intended that additional lands will thereby be brought into production" and insert "That the terms of this act shall not permit additional or new land to be brought into production."

The committee amendments were agreed to.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

COAST GUARD PARTICIPATION IN NATIONAL RIFLE AND PISTOL MATCHES

The Clerk called the next bill, H. R. 10763, to amend section 2 of the act entitled "An act to amend the National Defense Act", approved May 28, 1928.

Mr. WOLCOTT. Mr. Speaker, reserving the right to object, I am not sure that the report on this bill complies with the Ramseyer rule. I am inclined to believe that the Ramseyer rule is broad enough to cover such cases, and under that rule existing law should have been set forth in the report. I have objected heretofore to several bills for this reason. I do not like to object to a meritorious bill simply because some rule has not been complied with.

I assume the bill simply adds the words "Coast Guard" to the several units of the Government which participate in these matches. If this is the only purpose of the bill, I have no particular objection to it, but I do want to call attention to the fact that the Ramseyer rule has not been complied with in the filing of this report, and it is rather difficult for us to know from the bill and report what it purports to do unless that rule is complied with.

Mr. McLEAN. Mr. Speaker, this bill comes from the Committee on Military Affairs, and was introduced by the gentleman from West Virginia [Mr. EDMISTON]. I can assure the gentleman that its purpose is just as the gentleman has stated, to have the Coast Guard participate in these matches. I hope the gentleman will allow the bill to pass.

The SPEAKER. Does the gentleman from Michigan press the point of order?

Mr. WOLCOTT. Mr. Speaker, I did not make the point of order, and I do not think I shall. I simply call attention to the fact that I have objected on this account to bills heretofore and I shall be constrained to do so in the future if the Ramseyer rule is not complied with.

The SPEAKER. Is there objection to the present consideration of the bill?

There was no objection.

The SPEAKER. There is a similar Senate bill on the Speaker's desk, and, without objection, the Clerk will report the Senate bill.

There being no objection, the Clerk reported the Senate bill (S. 3860), as follows:

Be it enacted, etc., That section 2 of the act entitled "An act to amend the National Defense Act", approved May 28, 1928 (45 Stat. 786; U. S. C., title 32, sec. 181b), is hereby amended by inserting the words "Coast Guard" after the words "Marine Corps," and before the words "National Guard", in the fourth line of said section.

The bill was ordered to be read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

The House bill (H. R. 10763) was laid on the table.

COMBINATION FISHING AND FREIGHTING LICENSE

The Clerk called the bill (H. R. 11036) to amend section 4321, Revised Statutes (U. S. C., title 46, sec. 263), and for other purposes.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That section 4321, Revised Statutes of the United States (U. S. C., title 46, sec. 263), be, and is hereby, amended to read as follows:

"The form of a license for carrying on the coasting trade or fisheries shall be as follows:

"License for carrying on the (here insert 'coasting trade', 'whale fishery', 'mackerel fishery', or 'cod fishery', as the case may be).

"In pursuant of title L (Rev. Stat. 4311–4390), 'Regulation of Vessels in Domestic Commerce', of the Revised Statutes of the United States (inserting here the name of the husband or managing owner, with his occupation and place of abode, and the name of the master, with the place of his abode), having sworn that the (insert here the description of the vessel, whether ship, brigantine, snow, schooner, sloop, or whatever else she may be), called the (insert here the vessel's name), whereof the said (naming the master) is master, burden (insert here the number of tons, in words) tons, as appears by her enrollment, dated at (naming the district, day, month, and year, in words at length, but if she be less than 20 tons, insert, instead thereof, 'proof being had of her admeasurement'), shall not be employed in any trade, while this license shall continue in force, whereby the revenue of the United States shall be defrauded, and having also sworn (or affirmed) that this license shall not be used for any other vessel, or for any other employment, than is herein specified, license is hereby granted for the said (inserting here the description of the vessel) called the (inserting here the vessel's name), to be employed in carrying on the (inserting here 'coasting trade', 'whale fishery', 'mackerel fishery', or 'cod fishery', as the case may be), for 1 year from the date hereof, and no longer. Given under my hand and seal, at (naming the said district), this (inserting the particular day) day of (naming the month), in the year (specifying the number of the year in words at length);": *Provided*, That vessels of 5 net tons and over entitled under the laws of the United States to be enrolled and licensed or licensed for the coasting trade may, if and while employed exclusively on the inland waters of the United States, as defined by the Secretary of Commerce under the authority of section 2, act of February 19, 1895, be licensed for the "coasting trade and mackerel fishery", and shall be deemed to have sufficient license for engaging in the coasting trade and the taking of fish of every description, including shellfish, within such waters. That vessels operating on the Great Lakes and their connecting and tributary waters under enrollment and license issued in conformity with the provisions of section 4318, Revised Statutes of the United States (U. S. C., title 46, sec. 258), shall be deemed to have sufficient license for engaging in the taking of fish of every description within such waters without change in the form of enrollment and license prescribed under the authority of that section.

With the following committee amendments:

Page 3, line 6, strike out "if and while employed exclusively on the inland waters of the United States as defined by the Secretary of Commerce under the authority of section 2, act of February 19, 1895."

Page 3, line 12, strike out "within such waters" and insert in lieu thereof "*Provided further*, That the provisions of sections 4364 and 4365 of the Revised Statutes of the United States (U. S. C., title 46, secs. 310 and 311) shall be, and are hereby, made applicable to vessels so licensed: *And provided further*, That."

The committee amendments were agreed to.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

Mr. ZIONCHECK. Mr. Speaker, at this time I ask unanimous consent to revise and extend my own remarks and to include therein a list of 10 questions asked in an editorial of the gentleman from Texas [Mr. BLANTON].

Mr. BLANTON. O Mr. Speaker, this foolishness ought to stop. However, I shall not object if I can have time to answer them.

The SPEAKER. Is there objection to the request of the gentleman from Washington?

Mr. MAPES. I object.

EXTENDING THE PROVISIONS OF THE FOREST EXCHANGE ACT

The Clerk called the bill (H. R. 9483) to extend the provisions of the Forest Exchange Act, as amended, to certain lands so that they may become part of the Umatilla and Whitman National Forests.

There being no objection, the Clerk read the bill, as follows:

Be it enacted, etc., That within the following-described boundaries any lands not in Government ownership which are found by the Secretary of Agriculture to be chiefly valuable for national-forest purposes may be offered in exchange under the provisions of the act of March 20, 1922 (42 Stat. 465), as amended by the act of February 28, 1925 (43 Stat. 1090; U. S. C., 1934 ed., title 16, secs. 485, 486), upon notice as therein provided, and upon acceptance of title shall become parts of the Umatilla or Whitman National Forests, to wit:

Sections 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, and 36; the S½, the NE¼, the N½NW¼, and the SW¼NW¼ sec. 27; the N½, the SE¼, the N½, the SW¼, and the SE¼SW¼ sec. 35, T. 2 S., R. 37 E., Willamette meridian.

Sections 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 29, and 30; the W½, the S½SE¼, the N½NE¼, and the SE¼NE¼ sec. 7; the E½, the NW¼, the E½SW¼, and the SW¼SW¼ sec. 8, T. 3 S., R. 37 E., Willamette meridian.

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24; the N½, the SE¼, the N½SW¼, and the SW¼SW¼ sec. 21; the S½, the NW¼, the N½NE¼, and the SW¼NE¼ sec. 30, T. 3 S., R. 36 E., Willamette meridian.

Sections 22, 27, 28, 29, 32, 33, 34, 35, and 36; the W½, S½SE¼, N½NE¼, and the SE¼NE¼ sec. 23; the E½, the SW¼, the S½NW¼, and the NE¼NW¼ sec. 24; the N½, the SE¼, the N½SW¼ and the SW¼SW¼ sec. 25; the N½, the SW¼, the W½SE¼, and the SE¼SE¼ sec. 26, T. 3 S., R. 35 E., Willamette meridian.

Sections 1, 2, 3, 5, 8, 9, 10, 11, 12, 14, 15, 16, 20, 21, and 22; the N½, the SE¼, the W½SW¼, and the SE¼SW¼ sec. 4; the N½, the SW¼, the N½SE¼, and the SW¼SE¼ sec. 17; the W½, the SE¼, the N½NE¼, and the SE¼NE¼ sec. 23, T. 4 S., R. 35 E., Willamette meridian.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

Mr. ZIONCHECK. Mr. Speaker, I ask unanimous consent to revise and extend my own remarks.

The SPEAKER. Is there objection to the request of the gentleman from Washington?

Mr. MARTIN of Massachusetts. I object.

ERECTION OF MONUMENT TO MEMORY OF GOUVERNEUR MORRIS

The Clerk called the bill (H. R. 11854) to provide for the erection of a monument to Gouverneur Morris.

The SPEAKER. Is there objection?

Mr. WOLCOTT. Mr. Speaker, I ask that this bill be passed over without prejudice.

Mr. O'CONNOR. Reserving the right to object, I want to ask the gentleman if he wants more time to look into the bill?

Mr. WOLCOTT. Mr. Speaker, it seems to me that the people of the great State of New York should be allowed, if they wish to erect a monument to Gouverneur Morris, to do so. At this time, when we are doing everything we can to balance the Budget, which will give encouragement to putting people back to work, it is rather inconsistent and incongruous to appropriate $50,000 for a monument to Gouverneur Morris or any other great citizen, and for that reason I have asked that the bill go over without prejudice.

Mr. CURLEY. Mr. Speaker, as the sponsor for this bill, and inasmuch as the Nation is making preparations to celebrate the sesquicentennial anniversary of the adoption of the Constitution of the United States on September 17, 1937, the State of New York, and I am certain every State in the Union, wishes to honor and respect the man who penned the final draft of the Constitution.

For the information of the gentleman, I might state that a signer of the Declaration of Independence, Lewis Morris, is also buried in the same plot of ground on which it is proposed to erect this monument. This bill does not say specifically that the amount involved in the erection of the monument shall be $50,000. It provides that so much thereof as may be required for that purpose shall be appropriated. In addition to Gouverneur Morris, who penned the Constitution, all the other members of that patriotic Morris family are buried there, and, inasmuch as the whole country is now making preparation to honor Gouverneur Morris and the other signers of the Constitution, the point raised by the gentleman, while ordinarily it might be well taken, I do not think applies now with respect to this particular proposition.

Mr. WOLCOTT. Mr. Speaker, I want to see the gentleman from New York do every honor to Gouverneur Morris. I do not object to the city of New York or the State of New York or, under ordinary circumstances, to the Federal Government appropriating money for that purpose, but it seems to me out of keeping with the times for us to appropriate $50,000 to erect a monument to this man, although he was of tremendous value to his Nation, when so many of our people are without bread and potatoes to keep body and soul together.

The SPEAKER. Is there objection to the bill going over without prejudice.

There was no objection.

AUTHORIZING MUNICIPALITIES IN ALASKA TO INCUR BONDED INDEBTEDNESS

The Clerk called the bill (H. R. 8766) to authorize municipal corporations in the Territory of Alaska to incur bonded indebtedness, and for other purposes.

The SPEAKER. Is there objection?

Mr. WOLCOTT. Mr. Speaker, I reserve the right to object. For the last 2 or 3 years we have been called upon to act in specific instances wherein the municipalities in the Territory of Alaska wanted to increase their bonded indebtedness. As I understand this bill, it is a blanket bill to provide that the municipalities of Alaska may bond upon the basis of percentage of the taxable property, and so forth, to obviate the necessity of these municipalities coming here periodically to get this permission?

Mr. DIMOND. Mr. Speaker, the gentleman is correct in every respect.

Mr. WOLCOTT. I want to commend the gentleman on this bill if it will accomplish that purpose, and on the Territory of Alaska, because I have often wondered why a blanket bill has not heretofore been introduced.

Mr. ZIONCHECK. Mr. Speaker, will the gentleman yield?

Mr. WOLCOTT. Yes.

Mr. ZIONCHECK. In the Territory of Alaska incorporated municipalities cannot tax over 2 percent of the valuation of their property. There is no other taxation, so the bonded indebtedness could not get very high.

The SPEAKER. Is there objection?

There was no objection.

The Clerk read the bill, as follows:

Be it enacted, etc., That municipal corporations in the Territory of Alaska are hereby authorized to incur bonded indebtedness for the construction, acquisition, extension, repair, or improvement of public works of a permanent character, including public utilities. The total outstanding bonded indebtedness of any such municipal corporation shall not exceed 10 percent of the aggregate taxable value of the real and personal property within the corporate limits of such municipal corporations: *Provided, however*, That nothing herein contained shall affect any bonded indebtedness heretofore incurred by a municipal corporation in said Territory.

SEC. 2. No bonded indebtedness shall be incurred by any municipal corporation in the Territory of Alaska unless the proposal to incur such indebtedness be first submitted to and approved by not less than 65 percent of the qualified electors of such municipal corporation whose names appear on the last tax assessment roll or record of such municipality for purposes of municipal taxation. Not less than 20 days' notice of any such election shall be given by posting notices of the same in three conspicuous places within the corporate limits of such municipal corporation,

one of which shall be posted at the front door of the United States post office therein. The registration for such election, the manner of conducting the same, the form of ballot, and the canvass of the returns shall be prescribed by the governing body of such municipality.

SEC. 3. All bonds so issued shall be serial in form and shall mature within not to exceed 30 years from the date of issuance thereof. Such bonds may bear such date or dates, may be in such denominations, may mature in such amounts and at such time or times not exceeding 30 years from the date thereof, may be payable in such medium of payment and at such place or places, may be sold at either public or private sale, and may be redeemable or nonredeemable (either with or without premium), and may carry such registration privileges as to either principal and interest, or principal only, as shall be prescribed by the governing body of the municipality issuing the bonds. The bonds so issued shall bear interest at a rate to be fixed by the governing body of the municipality issuing the same, not to exceed, however, 6 percent per annum. All such bonds shall be sold for not less than the principal amount thereof plus accrued interest.

SEC. 4. It shall be the duty of the governing body of every municipal corporation which incurs such bonded indebtedness to levy or cause to be levied each year during the life of such outstanding bonds, taxes in amounts sufficient to seasonably provide for payment and to pay all interest on and the principal of such obligations as they respectively accrue and mature.

SEC. 5. All acts and parts of acts in conflict herewith are hereby repealed to the extent of such conflict.

With the following committee amendment:

Page 2, line 23, after the word "payable", strike out "in such medium of payment and."

The amendment was agreed to.

The bill as amended was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider laid on the table.

RETIREMENT ANNUITIES FOR LIBRARIANS OF CONGRESS

The Clerk called the bill (H. R. 11848) to authorize the retirement annuities for persons who serve as Librarian of Congress for 35 years.

The SPEAKER. Is there objection.

Mr. ZIONCHECK. Mr. Speaker, I object.

Mr. KELLER. Mr. Speaker, will the gentleman reserve his objection.

Mr. ZIONCHECK. I reserve my objection.

Mr. KELLER. It has not occurred to me that there could possibly be an objection to this bill, and I believe, if the gentlemen will think a moment, that he will realize the bill ought to pass. Here is a man who for thirty-seven and a half years has served this Government and given it the greatest library in the entire world. He is now in his seventy-fifth year.

Mr. ZIONCHECK. Mr. Speaker, I did not yield for a Fourth of July speech. Let us hear some of the reasons.

Mr. KELLER. The reason is this. When he came here there was no such thing as retirement. This is for the purpose of doing for him what we do automatically for many hundreds of others.

Mr. ZIONCHECK. This is for the Librarian himself?

Mr. KELLER. Yes.

Mr. ZIONCHECK. If he has been here that long he ought to have saved enough money to take care of himself now.

Mr. KELLER. That is not a matter for the gentleman and me to decide. They may say the same about us.

Mr. ZIONCHECK. Well, we are about to decide it now, are we not?

Mr. KELLER. I hope we will decide it in favor of this man.

Mr. ZIONCHECK. I thought this applied to everyone who worked over there. The trouble with that Library is that too many of them have been serving for too long a stretch, and if they did not serve it so long, we could probably get better service.

Mr. KELLER. I hope the gentleman will not object.

Mr. ZIONCHECK. There is entirely too much "efficiency" over there. I object.

THOMAS JEFFERSON MEMORIAL

The Clerk called the next bill, H. R. 12027, to authorize the execution of plans for a permanent memorial to Thomas Jefferson.

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. WOLCOTT. Mr. Speaker, I object.

Mr. O'CONNOR. Mr. Speaker, will the gentleman let that go over without prejudice? The chairman of the special committee does not happen to be present at this time. I ask unanimous consent that the bill go over without prejudice.

The SPEAKER. Is there objection to the request of the gentleman from New York?

There was no objection.

LOANS BY FARM CREDIT ADMINISTRATION ON LANDS IN DRAINAGE, IRRIGATION, AND CONSERVANCY DISTRICTS

The Clerk called the next bill, H. R. 9009, to make lands in drainage, irrigation, and conservancy districts eligible for loans by the Federal land banks and other Federal agencies loaning on farm lands, notwithstanding the existence of prior liens of assessments made by such districts, and for other purposes.

The SPEAKER. Is there objection to the present consideration of the bill?

There being no objection, the Clerk read as follows:

Be it enacted, etc., That the Farm Credit Administration, the Federal Farm Mortgage Corporation, the Federal land banks, the Land Bank Commissioner, and any lending or financing agency established by or under the Farm Credit Act of 1933, as amended, or the Federal Farm Loan Act, as amended, are authorized to make loans or acquire mortgages on lands in any drainage, irrigation, or conservancy district, notwithstanding the existence of any prior lien or charge arising out of an assessment for special benefits made by such district, in any case where (1) such land is otherwise eligible for a loan, (2) such assessment is payable over a period of years, and (3) reasonable security exists for the repayment of the loan, taking into consideration all facts and values, including the term and size of the loan, the integrity of the applicant, and the increased earning capacity of the lands arising from the improvements or benefits in respect of which the assessment was made.

The bill was ordered to be engrossed and read a third time, was read the third time, and passed, and a motion to reconsider was laid on the table.

The SPEAKER. That completes the Consent Calendar.

TO AMEND RAILWAY LABOR ACT

Mr. CROSSER of Ohio. Mr. Speaker, I move to suspend the rules and pass the bill (S. 2496) to amend the Railway Labor Act.

The Clerk read the title of the bill.

Mr. MARTIN of Massachusetts. Mr. Speaker, I make the point of order that a quorum is not present.

The SPEAKER. The gentleman from Massachusetts makes the point of order that there is not a quorum present. The Chair will count.

Mr. MARTIN of Massachusetts. Mr. Speaker, I withdraw the point of order.

The SPEAKER. The Clerk will report the bill.

The Clerk read as follows:

Be it enacted, etc., That the Railway Labor Act, approved May 20, 1926, as amended, herein referred to as "Title I", is hereby further amended by inserting after the enacting clause the caption "Title I" and by adding the following title II:

"TITLE II

"SEC. 201. All of the provisions of title I of this act, except the provisions of section 3 thereof, are extended to and shall cover every common carrier by air engaged in interstate or foreign commerce, and every carrier by air transporting mail for or under contract with the United States Government, and every air pilot or other person who performs any work as an employee or subordinate official of such carrier or carriers, subject to its or their continuing authority to supervise and direct the manner of rendition of his service.

"SEC. 202. The duties, requirements, penalties, benefits, and privileges prescribed and established by the provisions of title I of this act, except section 3 thereof, shall apply to said carriers by air and their employees in the same manner and to the same extent as though such carriers and their employees were specifically included within the definition of 'carrier' and 'employee', respectively, in section 1 thereof.

"SEC. 203. The parties or either party to a dispute between an employee or a group of employees and a carrier or carriers by air may invoke the services of the National Mediation Board, and the jurisdiction of said Mediation Board is extended to any of the following cases:

"(a) A dispute concerning changes in rates of pay, rules, or working conditions not adjusted by the parties in conference.

"(b) Any other dispute not referable to an adjustment board, as hereinafter provided, and not adjusted in conference between the parties, or where conferences are refused.

"The National Mediation Board may proffer its services in case any labor emergency is found by it to exist at any time.

"The services of the Mediation Board may be invoked in a case under this title in the same manner and to the same extent as are the disputes covered by section 5 of title I of this act.

"SEC. 204. The disputes between an employee or group of employees and a carrier or carriers by air growing out of grievances, or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, including cases pending and unadjusted on the date of approval of this act before the National Labor Relations Board, shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes; but, failing to reach an adjustment in this manner, the disputes may be referred by petition of the parties or by either party to an appropriate adjustment board, as hereinafter provided, with a full statement of the facts and supporting data bearing upon the disputes.

"It shall be the duty of every carrier and of its employees, acting through their representatives, selected in accordance with the provisions of this title, to establish a board of adjustment of jurisdiction not exceeding the jurisdiction which may be lawfully exercised by system, group, or regional boards of adjustment, under the authority of section 3, title I, of this act.

"Such boards of adjustment may be established by agreement between employees and carriers either on any individual carrier, or system, or group of carriers by air and any class or classes of its or their employees; or pending the establishment of a permanent Nationad Board of Adjustment as hereinafter provided. Nothing in this act shall prevent said carriers by air, or any class or classes of their employees, both acting through their representatives selected in accordance with provisions of this title, from mutually agreeing to the establishment of a National Board of Adjustment of temporary duration and of similarly limited jurisdiction.

"SEC. 205. When, in the judgment of the National Mediation Board, it shall be necessary to have a permanent national board of adjustment in order to provide for the prompt and orderly settlement of disputes between said carriers by air, or any of them, and its or their employees, growing out of grievances or out of the interpretation or application of agreements between said carriers by air or any of them, and any class or classes of its or their employees, covering rates of pay, rules, or working conditions, the National Mediation Board is hereby empowered and directed, by its order duly made, published, and served, to direct the said carriers by air and such labor organizations of their employees, national in scope, as have been or may be recognized in accordance with the provisions of this act, to select and designate four representatives who shall constitute a board which shall be known as the National Air Transport Adjustment Board. Two members of said National Air Transport Adjustment Board shall be selected by said carriers by air and two members by the said labor organizations of the employees, within 30 days after the date of the order of the National Mediation Board, in the manner and by the procedure prescribed by title I of this act for the selection and designation of members of the National Railroad Adjustment Board. The National Air Transport Adjustment Board shall meet within 40 days after the date of the order of the National Mediation Board directing the selection and designation of its members and shall organize and adopt rules for conducting its proceedings, in the manner prescribed in section 3 of title I of this act. Vacancies in membership or office shall be filled, members shall be appointed in case of failure of the carriers or of labor organizations of the employees to select and designate representatives, members of the National Air Transport Adjustment Board shall be compensated, hearings shall be held, findings and awards made, stated, served, and enforced, and the number and compensation of any necessary assistants shall be determined and the compensation of such employees shall be paid, all in the same manner and to the same extent as provided with reference to the National Railroad Adjustment Board by section 3 of title I of this act. The powers and duties prescribed and established by the provisions of section 3 of title I of this act with reference to the National Railroad Adjustment Board and the several divisions thereof are hereby conferred upon and shall be exercised and performed in like manner and to the same extent by the said National Air Transport Adjustment Board, not exceeding, however, the jurisdiction conferred upon said National Air Transport Adjustment Board by the provisions of this title. From and after the organization of the National Air Transport Adjustment Board, if any system, group, or regional board of adjustment established by any carrier or carriers by air and any class or classes of its or their employees is not satisfactory to either party thereto, the said party, upon 90 days' notice to the other party, may elect to come under the jurisdiction of the National Air Transport Adjustment Board.

"SEC. 206. All cases referred to the National Labor Relations Board, or over which the National Labor Relations Board shall have taken jurisdiction, involving any dispute arising from any cause between any common carrier by air engaged in interstate or foreign commerce or any carrier by air transporting mail for or under contract with the United States Government, and employees of such carrier or carriers, and unsettled on the date of approval of this act, shall be handled to conclusion by the Mediation Board. The books, records, and papers of the National Labor Relations Board and of the National Labor Board pertinent to such case or cases, whether settled or unsettled, shall be transferred to the custody of the National Mediation Board.

"SEC. 207. If any provision of this title or application thereof to any person or circumstance is held invalid, the remainder of the act and the application of such provision to other persons or circumstances shall not be affected thereby.

"SEC. 208. There is hereby authorized to be appropriated such sums as may be necessary for expenditure by the Mediation Board in carrying out the provisions of this act."

The SPEAKER. Is a second demanded?

Mr. MERRITT of Connecticut. Mr. Speaker, I demand a second.

Mr. CROSSER of Ohio. Mr. Speaker, I ask unanimous consent that a second be considered as ordered.

The SPEAKER. Is there objection?

There was no objection.

The SPEAKER. The gentleman from Ohio [Mr. CROSSER] is entitled to 20 minutes, and the gentleman from Connecticut [Mr. MERRITT] to 20 minutes.

Mr. CROSSER of Ohio. Mr. Speaker, I shall take but a few minutes of the time of the House in regard to this matter, because it is so simple that it does not require much explanation. This bill merely places the Air Pilots Association under the terms of the Railway Labor Act, which provides for the settlement of disputes. The Railway Labor Act has been found so very satisfactory for the purpose for which it was originally enacted that the members of the Committee on Interstate Commerce felt this would be a most satisfactory means for the settlement of disputes arising between the air pilots and their employers.

I believe all must concede that the operation of the Railway Labor Act has preserved peace in the railway industry more effectively than has ever before been possible. For that reason we believe that it is very desirable to bring the Air Pilots Association under the operation of the Railway Labor Act. That is all that this bill does; nothing more. It does not change the terms of the Railway Labor Act. It simply brings the air pilots' organization within the terms of the Railway Labor Act.

Mr. FIESINGER. Mr. Speaker, will the gentleman yield?

Mr. CROSSER of Ohio. I yield.

Mr. FIESINGER. Does that include all pilots, in whatever service they may be?

Mr. CROSSER of Ohio. Just the air pilots.

Mr. FIESINGER. In connection with the railroads?

Mr. CROSSER of Ohio. No; all air pilots.

Mr. BLANTON. Mr. Speaker, will the gentleman yield?

Mr. CROSSER of Ohio. I yield.

Mr. BLANTON. It does not embrace the Army and Navy air pilots.

Mr. CROSSER of Ohio. Oh, no; no.

Mr. BLANTON. It is only commercial air pilots.

Mr. CROSSER of Ohio. Only commercial air pilots. I thank the gentleman for calling that to my attention.

Mr. Speaker, I reserve the balance of my time.

Mr. MERRITT of Connecticut. Mr. Speaker, I do not object to the general principle of the bill, but I do think that both sides should have a hearing on a bill of this sort which affects an entire industry. The fact of the matter is that the air lines have not been heard before the committee on this bill. It is also a fact that the air lines are now carrying the mail on a fixed price per mile, maximum and minimum. While they have those contracts, the Government has made various orders which have very much increased the expense of carrying the mail, without increasing their compensation.

Doubtless the effect of this bill, owing to the demands of the Pilots Association, will be to increase the charges of the lines, and they will not have anywhere to go to get the increased compensation. Therefore it seems to me that this bill ought to be postponed. That is the reason I asked to have the bill passed over without prejudice, so that the air lines could be heard. They have not yet been heard. I think it is an unfair thing to subject them to this legislation when they have not been heard.

As you all know, most of the air lines are today running at a loss. If they can, they want to make some arrangement to get together and get themselves out of the red.

It is a young industry. It is not like the railway industry or other industries in which all the conditions are known.

I think the existing lines should be left free until they have got a fair start before we pass legislation of this type. At least they should be given a full and fair hearing.

The SPEAKER. The question is on the suspension of the rules and the passage of the bill.

The question was taken; and two-thirds having voted in favor thereof, the rules were suspended and the bill was passed.

A motion to reconsider was laid on the table.

WATER USERS ON RECLAMATION PROJECTS

Mr. WHITE. Mr. Speaker, I ask unanimous consent for the immediate consideration of the bill (S. 4232) to create a commission and to extend further relief to water users on United States reclamation projects and on Indian irrigation projects.

The Clerk read the title of the bill.

The SPEAKER. Is there objection to the request of the gentleman from Idaho?

Mr. MARTIN of Massachusetts. Mr. Speaker, I object.

LEAVE OF ABSENCE

By unanimous consent, leave of absence was granted as follows:

To Mr. MCLAUGHLIN (at the request of Mr. COFFEE), for 2 weeks, on account of necessity for his presence in his congressional district for that length of time.

To Mr. MITCHELL of Illinois, for 10 days, on account of official business.

To Mr. MORITZ, indefinitely, on account of illness in his family.

To Mr. O'LEARY, indefinitely, on account of illness.

To Mr. SIROVICH, for 1 week, on account of illness.

EXTENSION OF REMARKS

Mr. IGLESIAS. Mr. Speaker, I ask unanimous consent to extend my remarks in the RECORD and to include therein two statements from the commissioners of health and labor of Puerto Rico in regard to the social security bill being a standard for the island.

The SPEAKER. Is there objection to the request of the Resident Commissioner from Puerto Rico?

Mr. MARTIN of Massachusetts. Mr. Speaker, under the policy laid down by the gentleman from Texas [Mr. BLANTON], I must object.

Mr. BLANTON. And that is the Potsdam policy, inaugurated Friday, effective for today only, so far as I am concerned.

Mr. ZIONCHECK. Mr. Speaker, I ask unanimous consent to extend my own remarks.

Mr. MARTIN of Massachusetts. Mr. Speaker, I object.

Mr. SHANLEY. Mr. Speaker, I ask unanimous consent to revise and extend my remarks in the RECORD.

Mr. MARTIN of Massachusetts. Mr. Speaker, I object.

SENATE BILL REFERRED

A bill of the Senate of the following title was taken from the Speaker's table and, under the rule, referred as follows:

S. 1424. An act to amend the Packers and Stockyards Act, 1921; to the Committee on Agriculture.

ADJOURNMENT

Mr. BANKHEAD. Mr. Speaker, I move that the House do now adjourn.

The motion was agreed to; accordingly (at 3 o'clock and 40 minutes p. m.) the House adjourned until tomorrow, Tuesday, April 7, 1936, at 12 o'clock noon.

REPORTS OF COMMITTEES ON PUBLIC BILLS AND RESOLUTIONS

Under clause 2 of rule XIII,

Mr. DEEN: Committee on Education. H. R. 12120. A bill to provide for the further development of vocational education in the several States and Territories; with amendment (Rept. No. 2372). Referred to the Committee of the Whole House on the state of the Union.

CHANGE OF REFERENCE

Under clause 2 of rule XXII, the Committee on Invalid Pensions was discharged from the consideration of the bill (H. R. 11253) granting a pension to Alfred A. Abel, and the same was referred to the Committee on Pensions.

PUBLIC BILLS AND RESOLUTIONS

Under clause 3 of rule XXII, public bills and resolutions were introduced and severally referred as follows:

By Mr. O'CONNOR: A bill (H. R. 12167) to amend section 603 of the Revenue Act of 1934; to the Committee on Ways and Means.

By Mr. LEWIS of Maryland: A bill (H. R. 12168) to authorize the coinage of 50-cent pieces in commemoration of the seventy-fifth anniversary of the Battle of Antietam; to the Committee on Coinage, Weights, and Measures.

By Mr. HOEPPEL: A bill (H. R. 12169) to provide increased pensions to totally disabled veterans of the Spanish-American War, the Philippine Insurrection, and the China Relief Expedition; to the Committee on Pensions.

By Mr. UTTERBACK: A bill (H. R. 12170) to provide for the completion of the 25-mile spacing of horizontal and vertical control surveys in the State of Iowa; to the Committee on Merchant Marine and Fisheries.

By Mr. CRAWFORD (by request): A bill (H. R. 12171) to provide a permanent government for the Virgin Islands of the United States, and for other purposes; to the Committee on Insular Affairs.

By Mr. RISK: A bill (H. R. 12172) to authorize the erection of a United States veterans' hospital in the State of Rhode Island; to the Committee on World War Veterans' Legislation.

By Mr. RAMSAY: A bill (H. R. 12173) to provide for the establishment of a coast guard station on the shore of the Ohio River at or near Wheeling W. Va.; to the Committee on Merchant Marine and Fisheries.

By Mr. STUBBS: A bill (H. R. 12174) to provide a preliminary examination of the Ventura River, in Ventura County, State of California, with a view to the control of its floods; to the Committee on Flood Control.

By Mr. VINSON of Georgia: A bill (H. R. 12175) to regulate the purchase of land out of funds allocated by the President from (1) the Fourth Deficiency Act, fiscal year 1933; (2) Emergency Appropriation Act, fiscal year 1935; and (3) the Emergency Appropriation Act of 1935; to the Committee on Expenditures in the Executive Departments.

By Mr. SMITH of West Virginia: Resolution (H. Res. 479) providing for the consideration of S. 1432; to the Committee on Rules.

By Mr. MAPES: Joint resolution (H. J. Res. 561) to create a committee on the reorganization of the executive branch of the Government; to the Committee on Rules.

By Mr. ROGERS of New Hampshire: Joint resolution (H. J. Res. 562) declaring June 21 to be the anniversary of the establishment of the Constitution of the United States, and providing for the observance of Constitution Day; to the Committee on the Judiciary.

PRIVATE BILLS AND RESOLUTIONS

Under clause 1 of rule XXII, private bills and resolutions were introduced and severally referred as follows:

By Mr. EDMISTON: A bill (H. R. 12176) for the relief of Charles Tabit; to the Committee on Claims.

By Mr. GRAY of Pennsylvania: A bill (H. R. 12177) granting an increase of pension to Annie E. Ashcom; to the Committee on Invalid Pensions.

By Mr. GREENWOOD: A bill (H. R. 12178) granting a pension to Nancy Jane Dyer; to the Committee on Invalid Pensions.

By Mr. MONTAGUE: A bill (H. R. 12179) for the relief of Ellen Taylor; to the Committee on Claims.

By Mr. O'CONNOR: A bill (H. R. 12180) for the relief of Alice Steinhardt; to the Committee on War Claims.

By Mr. PETERSON of Florida: A bill (H. R. 12181) granting an honorable discharge to Roy Wesley Allen, ex-fireman (second class), United States Navy; to the Committee on Naval Affairs.

By Mr. ROGERS of Oklahoma (by departmental request): A bill (H. R. 12182) for the relief of J. L. Summers; to the Committee on Indian Affairs.

By Mrs. ROGERS of Massachusetts: A bill (H. R. 12183) for the relief of Gladys Hinckley Werlich; to the Committee on Foreign Affairs.

By Mr. SANDERS of Louisiana: A bill (H. R. 12184) for the relief of Pearl A. Stevens; to the Committee on Claims.

By Mr. SNYDER of Pennsylvania: A bill (H. R. 12185) granting an increase of pension to Emma C. Miller; to the Committee on Invalid Pensions.

By Mr. TARVER: A bill (H. R. 12186) granting a pension to Thomas Denton; to the Committee on Pensions.

By Mr. UTTERBACK: A bill (H. R. 12187) granting an increase of pension to Mary Ann Holland; to the Committee on Invalid Pensions.

By Mr. WALTER: A bill (H. R. 12188) for the relief of G. A. Laub and Roy S. Kostenbader; to the Committee on Claims.

By Mr. WELCH: A bill (H. R. 12189) to amend the act entitled "An act conferring upon the United States District Court for the Northern District of California, southern division, jurisdiction of the claim of Minnie C. de Back against the Alaska Railroad", approved June 24, 1935; to the Committee on Claims.

PETITIONS, ETC.

Under clause 1 of rule XXII, petitions and papers were laid on the Clerk's desk and referred as follows:

10671. By Mr. BREWSTER: Twelve petitions from Washington County, concerning House bill 2999; to the Committee on Interstate and Foreign Commerce.

10672. Also, two petitions from Hancock County, concerning House bill 2999; to the Committee on Interstate and Foreign Commerce.

10673. Also, 10 petitions from Penobscot County, concerning House bill 2999; to the Committee on Interstate and Foreign Commerce.

10674. Also, 30 petitions from Aroostook County, concerning House bill 2999; to the Committee on Interstate and Foreign Commerce.

10675. By Mr. KLOEB: Petition of Frank Budde and others regarding the Patman bill (H. R. 8442) to prohibit rebates, etc.; to the Committee on the Judiciary.

10676. By Mr. MILLARD: Resolution adopted by the Board of Supervisors of Westchester County, N. Y., urging an appropriation for the construction of National Guard armories; to the Committee on Appropriations.

10677. By Mr. RISK: Petitions of citizens of the State of Rhode Island to the House of Representatives requesting the early passage of House bill 8739; to the Committee on the District of Columbia.

10678. Also, resolution of the Teachers' Council of Riverside Congregational Church School, of Riverside, East Providence, R. I., requesting that early hearings be provided on motion-picture bills now pending in Congress, and that adequate legal regulation be provided for the motion-picture industry and favoring the passage of House bill 2999; to the Committee on Interstate and Foreign Commerce.

10679. By Mr. PLUMLEY: Petition of 35 residents of East Burke, Vt., and vicinity, favoring passage of House bill 6472 to prohibit the compulsory block booking and blind selling of motion pictures; to the Committee on Interstate and Foreign Commerce.

10680. By Mr. SUTPHIN: Petition of Borough Council of the Borough of Matawan, N. J., commending the Works Progress Administration and urging its continuance; to the Committee on Appropriations.

10681. By the SPEAKER: Petition of the Citizen's Joint Committee on the Fiscal Relations between the United States and the District of Columbia; to the Committee on Appropriations.

10682. Also, petition of the Farm Bureau of Sumner County, Tenn.; to the Committee on Military Affairs.

10683. Also, petition of President Quezon of the Philippines; to the Committee on Ways and Means.

10684. Also, petition of the Illinois Women's Auxiliary of the Progressive Miners of America of Marissa, Ill.; to the Committee on Agriculture.

10685. By Mr. McCORMACK: Petition of Anne Porter, 29 Hosmer Street, Mattapan, Mass., and various others, urging early and favorable consideration of House bill 8540, introduced by Congressman KENNEY, of New Jersey, providing for a national lottery; to the Committee on Ways and Means.

SENATE

TUESDAY, APRIL 7, 1936

(Legislative day of Monday, Feb. 24, 1936)

IMPEACHMENT OF HALSTED L. RITTER

The Senate, sitting as a court for the trial of articles of impeachment against Halsted L. Ritter, judge of the United States District Court for the Southern District of Florida, met at 12 o'clock meridian, in accordance with the order adopted yesterday prescribing the hours of the daily sessions.

The managers on the part of the House, Hon. HATTON W. SUMNERS, of Texas; Hon. RANDOLPH PERKINS, of New Jersey; and Hon. SAM HOBBS, of Alabama, appeared in the seats provided for them.

The respondent, Halsted L. Ritter, with his counsel, Frank P. Walsh, Esq., and Carl T. Hoffman, Esq., and R. O. Cullen, Esq., of Miami, Fla., associated with Mr. Hoffman, appeared in the seats assigned them.

The VICE PRESIDENT. The Sergeant at Arms will open by proclamation the proceedings of the Senate sitting as a Court of Impeachment.

The Sergeant at Arms made the usual proclamation.

On motion of Mr. ROBINSON, and by unanimous consent, the reading of the Journal of the proceedings of the Senate, sitting as a Court of Impeachment for Monday, April 6, was dispensed with, and the Journal was approved.

Mr. LEWIS. I note the absence of a quorum.

The VICE PRESIDENT. The clerk will call the roll.

The Chief Clerk called the roll, and the following Senators answered to their names:

Adams	Coolidge	King	Pope
Ashurst	Copeland	La Follette	Radcliffe
Austin	Couzens	Lewis	Reynolds
Bachman	Davis	Logan	Robinson
Bailey	Dieterich	Lonergan	Russell
Barbour	Donahey	Long	Schwellenbach
Barkley	Fletcher	McGill	Sheppard
Benson	Frazier	McKellar	Shipstead
Black	George	McNary	Smith
Bone	Gerry	Maloney	Steiwer
Brown	Gibson	Metcalf	Thomas, Okla.
Bulkley	Glass	Minton	Thomas, Utah
Bulow	Guffey	Moore	Townsend
Burke	Hale	Murphy	Truman
Byrd	Harrison	Murray	Vandenberg
Byrnes	Hastings	Neely	Van Nuys
Capper	Hatch	Norris	Wagner
Caraway	Hayden	Nye	Walsh
Carey	Holt	O'Mahoney	White
Clark	Johnson	Overton	
Connally	Keyes	Pittman	

Mr. LEWIS. I announce that the Senator from Alabama [Mr. BANKHEAD], the Senator from Colorado [Mr. COSTIGAN], the Senator from Florida [Mr. TRAMMELL], and the Senator from California [Mr. MCADOO] are absent because of illness; that the Senator from New Mexico [Mr. CHAVEZ] is absent because of illness in his family; and that the Senator from Mississippi [Mr. BILBO], the Senator from Wisconsin [Mr. DUFFY], the Senator from Nevada [Mr. MCCARRAN], the Senator from Oklahoma [Mr. GORE], and the Senator from Montana [Mr. WHEELER] are necessarily detained from the Senate.

Mr. AUSTIN. I announce that the Senator from Iowa [Mr. DICKINSON] is necessarily absent.

The VICE PRESIDENT. Eighty-two Senators have answered to their names. A quorum is present.